MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 15, 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 November 15, 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 under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

1 Proclaiming Davis-Monthan Air Force Base is "America's Asset and a Regional Treasure" located in Tucson, Arizona (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Fall 2016 Marana Citizens' Forum on the topic "Complex Multi-Event Plan" (Jocelyn C. Bronson)

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 Ordinance No. 2016.022: Relating to Personnel; ratifying the approval and adoption of Policy 3-11 ("Severance Benefits") of the Town's Personnel Policies and Procedures as previously adopted by Marana Resolution No. 2016-105 (Jane Fairall)

C2 Resolution No. 2016-122: Relating to Special Events; adding the Marana Founders' Day event to the Town of Marana Signature Event Series (Vickie Hathaway)

C3 Resolution No. 2016-123: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement between the State of Arizona and the Town of Marana relating to traffic signal communication and management (Scott Leska)

C4 Resolution No. 2016-124: Relating to the Police Department; approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2016 Operation Stonegarden Grant Program (Lisa Shafer)

C5 Approval of Regular Council Meeting Minutes from November 1, 2016 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location Transfer Series #7 Beer and Wine Bar liquor license application submitted by John Edward Baxla on behalf of Peter Piper Pizza #58, located at 3741 W. Ina Road #125, Tucson, Arizona 85741. (Jocelyn C. Bronson)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Stephanie Beate Hunter on behalf of Humane Society of Southern Arizona for Bikes, Barks & Brews to be held on December 10, 2016 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-125: Relating to Administration; approving the transfer of $370,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Police Department for unanticipated costs in the fiscal year 2015-2016 budget (Erik Montague)

A2 Resolution No. 2016-126: Relating to Elections; declaring and adopting the results of the Town of Marana general election held on November 8, 2016 (Jocelyn C. Bronson)

A3 Relating to Mayor and Council; selection of the Vice Mayor (Jocelyn C. Bronson)

A4 Resolution No. 2016-127: Relating to Heritage; approving and authorizing the Mayor to execute a First Amendment to Community Partner and License Agreement between the Town of Marana and the Marana Heritage Conservancy (Vickie Hathaway)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Presentation: Relating to Transaction Privilege Tax; update and discussion regarding potential modifications to the state construction sales tax and the activities of the Construction Sales Tax Task Force (Erik Montague)

D2 Relating to Administration; presentation, discussion and consideration of the survey results regarding proposed designs for the Town of Marana's new logo/seal (Vickie Hathaway)

D3 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 **1**

Meeting Date: 11/15/2016

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: November 15, 2016

Subject: Proclaiming Davis-Monthan Air Force Base is "America's Asset and a Regional Treasure" located in Tucson, Arizona (Jocelyn C. Bronson)

Attachments

Davis-Monthan Proclamation

PROCLAMATION
HONORING DAVIS-MONTHAN AIR FORCE BASE 2016

WHEREAS the Marana community honors the service of airmen and families stationed at Davis-Monthan Air Force Base and stands with all of our soldiers and military families serving around the country and the world; and

WHEREAS for over 90 years Davis-Monthan Air Force Base has continued to be one of the Tucson region's greatest assets and a point of patriotism and pride for our residents; and

WHEREAS Davis-Monthan Air Force Base is a critical part of the Tucson region's economic vitality through the thousands of jobs it provides throughout southern Arizona; and

WHEREAS given the excellent weather, proximity to the Goldwater Range and synergy with other military bases in the region, the Tucson region is the finest location in the country for a military base charged with implementing vitally important missions; and

WHEREAS we believe residents of all municipalities and all ages should come together to express their gratitude and support for our airmen, military families and the entire Davis-Monthan community.

NOW, THEREFORE, the Mayor and Council of the Town of Marana proclaim that

DAVIS-MONTHAN AIR FORCE BASE IS "AMERICA'S ASSET AND A REGIONAL TREASURE" LOCATED IN TUCSON, ARIZONA

Dated this 15th day of November, 2016.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **P1**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: November 15, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
The Community Focus Area, Principal Statement 2 states "We will use unique and creative approaches to engage and reach out to citizens." Within this Principal Statement, Initiative 9 requires evaluation and continuous improvement of citizen participation and community outreach. The Marana Citizens' Forum is part of this outreach.

Subject: Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Fall 2016 Marana Citizens' Forum on the topic "Complex Multi-Event Plan" (Jocelyn C. Bronson)

Discussion:
A presentation of recommendations will be made by Don Winfield on behalf of the delegates of the Marana Citizens' Forum related to the Fall 2016 Forum topic "Complex Multi-Event Plan."

The Forum delegates held five sessions on what a multi-event plan would look like and what it could accomplish for the Marana community and the region. The recently adopted Parks and Recreation Master Plan served as the informational guideline, providing service area data which was used to help develop the recommendations.

Staff Recommendation:
Presentation only.

Suggested Motion:
Council's pleasure.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2016.022: Relating to Personnel; ratifying the approval and adoption of Policy 3-11 ("Severance Benefits") of the Town's Personnel Policies and Procedures as previously adopted by Marana Resolution No. 2016-105 (Jane Fairall)

Discussion:

On October 4, 2016, the Council adopted 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." The severance benefits policy allows 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. The adopted policy is attached to this item as back-up material.

Since the adoption of this policy by resolution, it has come to staff's attention that pursuant to state law (A.R.S. § 9-239), approval of severance pay for Town officers must be accomplished by ordinance. The proposed ordinance ratifies the Council's action in adopting the severance benefits policy.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2016.022.

Suggested Motion:

I move to adopt Ordinance No. 2016.022, ratifying the approval and adoption of Policy 3-11 ("Severance Benefits") of the Town's Personnel Policies and Procedures as previously adopted by Marana Resolution No. 2016-105.

Attachments

Ordinance 2016.022

Reso 2016-105/Policy 3-11

MARANA ORDINANCE NO. 2016.022

RELATING TO PERSONNEL; RATIFYING THE APPROVAL AND ADOPTION OF POLICY 3-11 ("SEVERANCE BENEFITS") OF THE TOWN'S PERSONNEL POLICIES AND PROCEDURES AS PREVIOUSLY ADOPTED BY MARANA RESOLUTION NO. 2016-105

WHEREAS on October 4, 2016, the Town Council adopted Resolution No. 2016-105, approving and adopting amendments to the Town's Personnel Policies and Procedures by adding new Policy 3-11 "Severance Benefits" to Chapter 3 of the policies; and

WHEREAS A.R.S. § 9-239(C) provides that the Council may provide severance pay for town officers by ordinance or by contract with an individual officer; and

WHEREAS the Town Council finds that ratifying the adoption of Policy 3-11 is in the best interests of the Town and its employees.

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

SECTION 1. The approval and adoption of Policy 3-11 ("Severance Benefits") of the Town's Personnel Policies and Procedures, as previously adopted by Marana Resolution No. 2016-105, is hereby ratified consistent with the requirements of A.R.S. § 9-239(C).

SECTION 2. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance is administrative, and shall become effective immediately.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

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.

Council-Regular Meeting **C2**

Meeting Date: 11/15/2016

To: Mayor and Council

Submitted For: Vickie Hathaway, Communications Manager

From: Jane Fairall, Deputy Town Attorney

Date: November 15, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2 / We will use unique and creative approaches to engage and reach out to citizens.
INITIATIVES:
7. MARKET MARANA AS A DESTINATION FOR UNIQUE, FAMILY-FRIENDLY EVENTS
a. Promote Marana's low-cost or no-cost admission to events to increase attendance and participation
b. Identify ways of promoting programs and events

Subject: Resolution No. 2016-122: Relating to Special Events; adding the Marana Founders' Day event to the Town of Marana Signature Event Series (Vickie Hathaway)

Discussion:

On January 20, 2015, the Town Council adopted Resolution No. 2015-006 approving the Town of Marana Signature Event Series, consisting of the Star Spangled Spectacular in July, the Marana Cotton Festival in the Fall, and the Marana Holiday Festival & Christmas Tree Lighting in December.

The Marana Founders' Day event typically takes place in the Spring of each year, honoring and showcasing the people of Marana and recognizing the founding of our municipality. The event was previously a Town event, but for the last few years, the event has been planned and put on by the Marana Heritage Conservancy with the help and assistance of the Town.

At this time, Town and Conservancy leadership believe that the best way to showcase and grow

the event is to make it a part of the Town's Signature Event Series, with the Town serving as the primary driver of the event, but with the help and assistance of the Conservancy. This agenda item is presented in conjunction with another agenda item proposing amendments to the Town's agreement with the Conservancy to clarify the parties' roles with regard to Founders' Day.

Staff Recommendation:

Staff recommends adding Founders' Day to the Town's Signature Event Series.

Suggested Motion:

I move to adopt Resolution No. 2016-122, adding the Marana Founders' Day event to the Town of Marana Signature Event Series.

Attachments

Resolution No. 2016-122

MARANA RESOLUTION NO. 2016-122

RELATING TO SPECIAL EVENTS; ADDING THE MARANA FOUNDERS' DAY EVENT TO THE TOWN OF MARANA SIGNATURE EVENT SERIES

WHEREAS the Town of Marana is dedicated to marketing Marana as a destination for unique, family-friendly events, promoting low-cost or no-cost admissions to increase attendance and participation at events, identifying new ways of promoting programs and events, and maintaining and expanding event sponsorships through advertising and other forms of recognition as directed by the Community focus area of the Strategic Plan; and

WHEREAS on January 20, 2015, the Town Council adopted Resolution No. 2015-006 approving the Town of Marana Signature Event Series, consisting of the Star Spangled Spectacular in July, the Marana Cotton Festival in the Fall, and the Marana Holiday Festival & Christmas Tree Lighting in December; and

WHEREAS the Town of Marana is dedicated to showcasing the people of Marana and recognizing the founding of our municipality; and

WHEREAS the Town's Special Events Division, under the direction of the Town Manager's Office, is dedicated to fulfilling the stated initiatives; 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 Marana Founders' Day event in March is hereby added to the Town of Marana Signature Event Series, as previously established by Resolution No. 2015-006.

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 and conditions of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 11/15/2016

To: Mayor and Council

Submitted For: Scott Leska, CIP Engineering Division Manager

From: Frank Cassidy, Town Attorney

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-123: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement between the State of Arizona and the Town of Marana relating to traffic signal communication and management (Scott Leska)

Discussion:

This proposed ADOT IGA would facilitate communication and coordination of Town-owned traffic signals with state-owned traffic signals along Interstate 10. The IGA provides for the Town to purchase and maintain the State's Advanced Traffic Management System licensing for the Town's signals shown in Exhibit A to the IGA, and to obtain an ADOT encroachment permit to enter traffic control cabinets and other facilities in the state right-of-way, to maintain, upgrade, and repair the signal coordination equipment.

Financial Impact:

N/A

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-123, approving and authorizing the Mayor to sign an ADOT IGA relating to traffic signal communication and management.

Suggested Motion:

I move to adopt Resolution No. 2016-123, approving and authorizing the Mayor to sign an ADOT IGA relating to traffic signal communication and management.

Attachments

Resolution No. 2016-123
Exhibit A to Reso ATMS ADOT JPA
Exhibit A to JPA

MARANA RESOLUTION NO. 2016-123

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF MARANA RELATING TO TRAFFIC SIGNAL COMMUNICATION AND MANAGEMENT

WHEREAS the Arizona Department of Transportation has proposed an Intergovernmental Agreement between the State of Arizona and the Town of Marana relating to traffic signal communication and management; 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 between the State of Arizona and Town of Marana" (ADOT CAR No.: IGA /JPA 16-0006066-I; AG Contract No.: P001 2016 004438; Project Name: Traffic Signal Communication & Management), 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 via direct signature or via ADOT's electronic signature system 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 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

ADOT CAR No.: IGA /JPA 16-0006066-I
AG Contract No.: P001 2016 004438
Project Name: Traffic Signal Communication & Management
Project Location: Various Locations
Federal-aid No.:
ADOT Project No.:
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF MARANA

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the TOWN OF MARANA, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 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 Arizona Revised Statutes § 9-240 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. The Town and the State desire to participate in the communication and coordination of all Town owned traffic signals and State owned traffic signs, as shown in Exhibit A, by connecting the Town's signals to the State's Advanced Traffic Management System (ATMS) for the benefit, safety, and efficiency of the traveling public.

4. The purpose of this agreement is to establish and provide for communication and maintenance of the interconnection of the Town's owned and operated signals into the State's ATMS.

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

DRAFT

II. SCOPE OF WORK

1. The State will:

   a. Execute this Agreement and be the lead agency for the Project.

   b. Purchase and maintain ATMS licensing for all State owned and operated traffic signals.

   c. Provide the Town a minimum of 12 months advance notice of any software changes to the ATMS to allow budgeting of licensing for new ATMS system.

   d. Provide and maintain the ATMS connection utilized between Town and State owned traffic signals within the State's traffic signal cabinet.

   e. Provide secure virtual access via the ATMS to each of the Town's traffic signal controller and video equipment to the Town's designated traffic signal management and personnel.

   f. Make the necessary coordinated efforts with the Town to provide connection(s) of communication lines, radios, and/or other devices in direct support of a functional ATMS.

   g. Provide necessary communication hardware for the State's traffic signal equipment to communicate with the State's ATMS.

   h. Provide comments to the Town for all necessary communication connections to each of the Town's traffic signal, as specified in Exhibit A.

   i. Retain vested title and ownership in, and provide maintenance of all the State's traffic signals and communication equipment.

   j. Not permit the Town to make any changes to the State's traffic signal controller(s) and/or timing plan(s), at the locations listed in Exhibit A, unless written authorization is provided to the Town prior to the implementation thereof.

   k. Be granted, without cost requirements, the right to enter Town right-of-way as required to conduct any and all activities related to the Project, including without limitation, temporary rights of entry on to and over the Town's rights-of-way.

   l. Issue, per established procedures of the State's Southcentral District Permit Office, a valid blanket Encroachment Permit to enter into the cabinets, conduit and for the routine/normal maintenance, upgrade and/or repair of the Town's communication equipment and emergency maintenance work to be provided by the Town within the State's rights-of-way. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the Town in this Agreement. The State agrees all activities that are reasonably required to be performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

DRAFT

2. The Town will:

   a. Purchase and maintain ATMS licensing for all Town owned and operated traffic signals.

   b. Develop and provide to the State for approval, coordinated traffic signal timing plans as may be required to provide for the management and control of each of the Town's traffic signal operations, as listed in Exhibit A.

   c. Coordinate access to the Town's communication conduit, fiber optic lines, or other communication equipment and infrastructure, and signal cabinets and controller connections of each traffic signal as required for ATMS connectivity.

   d. Coordinate assistance as reasonably available, and as may be required, for the preparation of the traffic signal equipment for ATMS connections.

   e. Coordinate with the State on any communication and controller equipment upgrades to the Town's traffic signals, as listed in Exhibit A, to ensure the communication compatibility with the State's ATMS.

   f. Retain vested title and ownership in, and provide maintenance to, all the Town's traffic signals, controllers and video equipment.

   g. Not permit the State to make any changes to the Town's traffic signal controller(s) and/or timing plan(s), at the locations listed in Exhibit A, unless written authorization is provided to the State prior to the implementation thereof.

   h. Not permit or allow any encroachments on or private use of the right-of-way, 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.

   i. Request and maintain, per established procedures of the State's Southcentral District Permit Office, a valid blanket Encroachment Permit to enter into the cabinets, conduit and for the routine/normal maintenance, upgrade and/or repair of the Town's communication equipment and emergency maintenance work provided by the Town within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Southcentral District established procedures. The Town agrees all activities performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in full force and effect for successive periods of 5 years from the effective date and may be amended upon mutual written consent of both Parties. This Agreement shall be reviewed and all reviews shall be completed within 60 days prior to the end of the 5th year anniversary date.

DRAFT

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 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.

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

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. 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 in this Agreement by reference regarding "Non-Discrimination".

9. 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.

DRAFT

10. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

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

14. 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:

<u>For Agreement Administration:</u>

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

Town of Marana
Attn: Keith Brann
11555 West Civic Center Drive
Marana, Arizona 85653
(520) 382-2629

<u>For Project Administration:</u>

Arizona Department of Transportation
Transportation Systems Management & Operation
1221 S. 2nd Ave
Tucson, Arizona 85713
(520) 388-4231

Town of Marana
Attn: Scott Leska
11555 West Civic Center Drive
Marana, Arizona 85653
(520) 382-1999

<u>For Financial Administration:</u>

Arizona Department of Transportation
Transportation Systems Management & Operation
1221 S. 2nd Ave
Tucson, Arizona 85713

Town of Marana
Attn: Erik Montague
11555 West Civic Center Drive
Marana, Arizona 85653
(520) 382-1930

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement 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 the Agreement is in proper form.

DRAFT

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

TOWN OF MARANA

By _____
ED HONEA
Town Mayor

ATTEST:

By _____
JOCELYN BRONSON
Town Clerk

STATE OF ARIZONA
Department of Transportation

By _____
BRENT CAIN, P.E.
Division Director

DRAFT

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, and the TOWN OF MARANA, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 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 to enter into this Agreement.

DATED this _____ day of _____, 2016.

_____

Town Attorney

DRAFT

EXHIBIT A

Town of Marana Traffic Signals

- Locations
  - CORTARO FARMS & CERIUS STRAVENUE
  - CORTARO & ARIZONA PAVILIONS
  - CORTARO FARMS & CAMINO DE OESTE
  - CORTARO FARMS & HARTMAN
  - DRIVEWAY #5 & TANGERINE
  - INA & MEREDITH
  - INA & OLD FATHER
  - INA & THORNYDALE
  - LON ADAMA & TANGERINE FARMS
  - SILVERBELL & COACHLINE
  - SILVERBELL & CORTARO
  - SILVERBELL & INA
  - SILVERBELL & TWIN PEAKS
  - THORNYDALE & COSTCO DR
  - THORNYDALE & HORIZON HILLS
  - THORNYDALE & ORANGE GROVE
  - THORNYDALE & TANGERINE
  - TWIN PEAKS & COACHLINE
  - TWIN PEAKS & LINDA VISTA
  - TWIN PEAKS & MARANA CENTER
  - TWIN PEAKS & TANGERINE
  - TWIN PEAKS & TIFFANY LP

ADOT Traffic Signals

- Locations
  - CORTARO / I-10
  - INA / I-10
  - ORANG GROVE / I-10
  - TANGERINE / I-10
  - TWIN PEAKS / I-10

MARANA TOWN LIMITS

Council-Regular Meeting **C4**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-124: Relating to the Police Department; approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2016 Operation Stonegarden Grant Program (Lisa Shafer)

Discussion:

The Town of Marana has been selected to participate in Operation Stonegarden activities in southern Arizona. Operation Stonegarden is a federally funded program originating with the 2006 Emergency Supplemental Appropriations Act for Defense, the Global War on Terror and Hurricane Recovery. Funding was renewed for the current fiscal year, providing the Town of Marana an opportunity to participate and receive funding for the eighth straight year. The program provides states the flexibility to use Department of Homeland Security grant funding to enhance coordination among state and federal law enforcement agencies at and near the U.S./Mexico border. The program requires states to identify and prioritize solutions to their border security needs and provides funding to state and local agencies to implement the state's individual goals and objectives.

For 2016-2017, the Town was awarded $140,000 under a subgrantee agreement with the Arizona Department of Homeland Security to support Operation Stonegarden. Funding will be used to augment and support Border Patrol coverage of egress from the border areas with state, local and tribal police agencies. Through participation in this operation, Marana will use its authority to control the routes and reduce the propensity for cross-border crime in the area. Patrols will concentrate on the 109 miles of arterial roadways serving as regional east-west connectors between State Route 77 and I-10 and the more than 57 miles of rural, mostly two-lane roads paralleling I-10 to the west.

The Marana Police Department's primary goals are to: (1) reduce crime in border communities to improve the quality of life; (2) deter illegal entries through teamwork with other local and federal agencies; (3) assist in apprehending terrorists and terrorist weapons illegally entering the United States; and (4) coordinate operations with the Pima County Sheriff's Department and U.S. Border Patrol (USBP) Tucson Sector. Marana, in cooperation with the Pima County Sheriff and U.S. Border Patrol, will deploy officers along prime roadways prone to invoke illegal activity and national security concerns.

Because Marana sits 60 miles from the Mexican Border and hosts segments of rural transportation routes traditionally used to smuggle undocumented workers and drugs up from Mexico, three specific areas will be targeted for Stonegarden activities:

Area one: Sandario road from Emigh to Avra Valley.
Area two: Silverbell/Twin Peaks Corridor.
Area three: Discretionary area to provide flexibility to the Chief of Patrol, USBP.

To support this initiative Marana will deploy uniformed officers, a canine officer, and a supervisor with supporting staffing from dispatch. These deployments will be conducted in coordination with partnering agencies. Deployment dates will coincide with Operation COBIJA, Operation Knight Hunter, "surge" dates identified by HIDTA, United States Border Patrol, ICE, and internal/external intelligence information and trends. If contact and/or interaction are made with certain "persons of interest," notification will be made to the Office of Customs and Border Protection, U.S. Border Patrol or the appropriate agency. Deployments will be based on specific threats which can be targeted and countered and shifts in illegal traffic patterns due to increased enforcement actions.

These activities will be coordinated through the USBP. Marana will identify these shift times and locations and address them accordingly. As an active participant in regional planning, emergency operations, and homeland security initiatives, the Marana Police Department has been impacted by increased contacts with illegal entrants and human and narcotics smugglers migrating through the community as focused enforcement has caused a deviated travel pattern from the US Mexican Border along the I-10 corridor.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$140,000

Funding has been awarded to support overtime and mileage reimbursement ($140,000). There is no match requirement from the Town for the funding.

Staff Recommendation:

Staff recommends approval of the Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2016 Operation Stonegarden Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2016-124 approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2016 Operation Stonegarden Grant Program.

Attachments

Resolution No. 2016-124

Grant Agreement

MARANA RESOLUTION NO. 2016-124

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A SUBGRANTEE AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR PURPOSES OF RECEIVING FUNDS UNDER THE 2016 OPERATION STONEGARDEN GRANT PROGRAM

WHEREAS the Town of Marana recognizes its duty to protect its citizens concerning matters involving Homeland and Border Security; and

WHEREAS the Marana Police Department is working with the Arizona Department of Homeland Security, United States Border Patrol, and other community agencies as a regional partner in the Operation Stonegarden Program; and

WHEREAS the Arizona Department of Homeland Security has awarded grant funding to the Town for the provision of overtime pay and mileage for services provided in coordination with the Operation Stonegarden Program; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a Subgrantee Agreement with the Arizona Department of Homeland Security to be eligible to receive funds related to the Operation Stonegarden Program.

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

SECTION 1. Subgrantee Agreement 16-AZDOHS-OPSG-160415-01 between the Arizona Department of Homeland Security and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager 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 Subgrantee Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SUBRECIPIENT AGREEMENT
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE

16-AZDOHS-OPSG-_____

Enter Subrecipient Agreement number above (e.g., 160XXX-XX)

Between

The Arizona Department of Homeland Security
And

_____

Enter the name of the Subrecipient Agency above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

_____

(Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **November 1, 2016 and shall terminate on December 31, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled **"OPSG Overtime and Mileage"** and funded at **$**_____ (as may have been modified by the award letter).

Enter Funded Amount above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

a) Provide up to **$**_____ to the Subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

Mariana Regular Council Meeting 11/15/2016

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.

b) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).

c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

National Incident Management System (NIMS)
The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation
The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Included within the above mentioned guidance documents are provisions for the following:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov.*

Procurement
The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov/grants.*

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.

b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement
The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

   1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov*. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov*.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements
The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article I - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article N - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements
The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968
The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and

services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article X - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights
Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials
The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act
The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. § 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any

report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Community Development Director, Lisa Shafer
Enter Title, First & Last Name Above
Town of Marana
Enter Agency Name Above
11555 W. Civic Center Drive
Enter Street Address Above
Marana, AZ 85653
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Town of Marana
Enter Agency Name Above

Authorized Signature Above
Gilbert Davidson, Town Manager
Print Name & Title Above

11/16/2016
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Council-Regular Meeting **C5**

Meeting Date: 11/15/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: November 15, 2016

Subject: Approval of Regular Council Meeting Minutes from November 1, 2016 (Jocelyn C. Bronson)

Attachments

Draft Regular Council Meeting Minutes 11/01/2016

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 1, 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. All Council Members were present.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Bowen. Passed unanimously.***

CALL TO THE PUBLIC. Richard Chamberlain, Patricia Smallsread, Richard Sponenbergh, Kelly Cutlip, all residents on West Horizon Ridge Drive, in Canyon Pass, which abuts the proposed development of the Tapestry property to the south. All speakers presented their concerns regarding the proposed Tapestry development. **Randy Shepherd,** a resident of The Bluffs, spoke requesting that the Council reject this proposed rezoning.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS.

Council Members Ziegler and **McGorray** reported on the Dove Mountain in the Park event held October 22nd. They both acknowledged and thanked Don and Georgia Duncan for the many

hours of work they put into the event. **Council Member Kai** reported on the Airport's open house event, held October 29th.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Davidson reported that the Council Executive Report for October would be available next week.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve by Council Member Ziegler, second by Council Member McGorray. Passed unanimously.***

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. 2016-116: Relating to Elections; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for election services for the period of January 1, 2017 through December 31, 2021 (Jane Fairall)

C2 Resolution No. 2016-117: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Desert Bluegrass Association regarding the planning, development and presentation of the 2017 Marana Bluegrass Festival (Cynthia Nemeth-Briehn)

C3 Resolution No. 2016-118: Relating to Police Department; approving and authorizing the Chief of Police to execute the State Plan of Operations Between the State of Arizona and the Marana Police Department for participation in the U.S. Department of Defense LESO Program (Libby Shelton)

C4 Approval of Study Session Meeting Minutes from October 11, 2016 and approval of Regular Council Meeting Minutes from October 18, 2016 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a New License Series #12 Restaurant liquor license application submitted by Rong Yun Zheng on behalf of New Town Buffet located at 8500 N. Cracker Barrel Road, Marana, Arizona 85743 (Jocelyn C. Bronson). Ms. Bronson noted that the application had been properly reviewed and posted and that staff was recommending approval. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2016.021: Relating to Development; amending the Marana Land Development Code Title 16 (Signs), Section 16-14-37, adding provisions for Road Construction Area Signs, temporary signs for existing land uses located within a commercial or industrial zoning district and within an area subject to long-term or substantial roadway construction activity; and establishing an effective date (Brian D. Varney)

Resolution No. 2016-119: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2016.021, amending the Marana Land Development Code Title 16 (Signs), Section 16-14-37, adding provisions for Road Construction Area Signs, temporary signs for existing land uses located within a commercial or industrial zoning district and within an area subject to long-term or substantial roadway construction activity (Brian D. Varney)

Ryan Mahoney, Development Services Director, presented this item after **Mayor Honea** opened the public hearing. Mr. Mahoney reminded Council that this had been brought to their attention at a previous work session. This change would help to alleviate some of the issues the traveling public may encounter during construction events. This was spurred by the closure of the traffic interchange at I-10/Ina Road. The one in question this evening is to allow for temporary signage which would extend beyond Ina to other construction projects with similar impact in the future. Businesses would be able to display a temporary sign per frontage on their own property totaling 40 square feet for each sign. In addition, they would be able to have an A-frame sign within 20 feet of the building that they rent or own. This would especially help those businesses along Ina Road which are located behind other buildings. Staff recommends approval. Mr. Mahoney also noted that Ramon Armenta in the Communications department came up with a branding program that the town would put up in our own right-of-way, letting people know that businesses are open to come eat, shop and play. In addition, the town would be able to distribute a five-by-five notecard to all of the businesses, letting them know that a change has occurred within the town code. This could also be distributed during a business walk with the Chamber of Commerce, and could be a big benefit to them. The card would say here is the link to our website; fill out an application at no charge for the sign and within 24 hours they would have an approval as long as they met the size requirements. It's a great way to let people know about these services and that they are available to them. There were no speakers who wished to address this item. Mayor Honea closed the public hearing and asked for Council's pleasure. ***Passed unanimously upon motion by Council Member Bowen, and second by Vice Mayor Post.***

A2 Resolution No. 2016-120: Relating to Public Works; approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement for the purchase of property rights needed from Pep Boys Manny Moe & Jack of California for the Camino Martin/Jeremy Place Reconstruction Project, Town of Marana Project No. ST033 (Frank Cassidy). Mr. Cassidy noted that this is on the regular agenda in case anyone wanted to talk about the number and the basis for the settlement, Council could go into executive session for further explanation by Mr. Cassidy. But the entire agreement is in the Council materials.

Motion to approve by Council Member Ziegler, second by Council Member Kai. Passed unanimously.

A3 Resolution No. 2016-121: Relating to Administration; approving the transfer of up to $85,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to the Parks and Recreation landscape maintenance account for expenses related to Phase 1 of the Marana Main Street Tree Plan (Cynthia Nemeth-Briehn). Ms. Nemeth-Briehn began with background information including the fact that Marana has a Tree City USA designation. She also noted the current condition of some of the tree specimens that were planted 11 years ago which in part is caused by a failing and incorrectly placed irrigation system. The only trees that would be re-planted are those that are failing. Project considerations are to plant a variety of drought and heat resistant trees and trees that are fast to moderate growers and that provide color. Also being considered for installation is conduit for future electrical enhancements suitable for attractive urban lighting and special events as well as a commercial grade irrigation system that is accessible for repairs. In terms of treating existing trees is to establish a proper water distribution system with a new irrigation system, establish deeper tree wells, monitor the irrigation schedule and the amount of water trees are receiving juxtaposed on the time of year and ensure that staff is well-trained in proper pruning practices.

The first phase using the contingency funds would be to install a commercial grade irrigation system, prepare for future electrical enhancements by installing conduit, and replace the worst trees with new plantings by the end of this year. The distressed trees would most likely not be replanted and would have to be sacrificed. The second phase for FY 2018 would be to replace the remaining stunted trees and plant additional shrubs as necessary. This phase would be funded through the Parks & Recreation landscape maintenance fund. This would be a one-time funding request. Maintenance would be part of the ongoing department budget. In response to a question by **Council Member Kai**, the water available to use for irrigation is potable water. The closest source of reclaimed water is at the Luckett Road treatment plant. There have been talks with CMID in the past about some of the ways the town might be able to partner with them for some irrigation water, but that is another project that requires quite a bit of engineering. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of Camino Martin right-of-way from Pep Boys Manny Moe & Jack of California (this item relates to and should occur, if at all, before Council Action A2 on tonight's 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. Motion to adjourn at 7:44 p.m. by Council Member McGorray, second by Vice Mayor Post. Passed unanimously.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on November 1, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 11/15/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: November 15, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location Transfer Series #7 Beer and Wine Bar liquor license application submitted by John Edward Baxla on behalf of Peter Piper Pizza #58, located at 3741 W. Ina Road #125, Tucson, Arizona 85741. (Jocelyn C. Bronson)

Discussion:

This application is for a series #7 Beer and Wine Bar liquor license at Peter Piper Pizza #58, located at 3741 W. Ina Road #125, Tucson, Arizona 85741.

Pursuant to state law, the application was posted at the premises where the business is to be conducted. The posted notice provided that residents within a one mile radius from the premises may file written arguments in favor of or opposed to the issuance of the license with the Town Clerk's Office within 20 days of the posting. Any written arguments received by the Clerk's Office for or against the proposed liquor license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

Town staff has reviewed this application to determine whether the applicant is in compliance with zoning, building and other legal requirements for the business. Additionally, the Marana Police Department has conducted a local background check.

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and "in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license."

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and including a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the liquor board or a resident within a one mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

Staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a Location Transfer Series #7 Beer and Wine Bar liquor license application submitted by John Edward Baxla on behalf of Peter Piper Pizza #58, located at 3741 W. Ina Road #125, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a Location Transfer Series #7 Beer and Wine Bar liquor license application submitted by John Edward Baxla on behalf of Peter Piper Pizza #58, located at 3741 W. Ina Road #125, Tucson, Arizona 85741.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of Common LL Types

RECEIVED NH
OCT 20 2016
Town of Marana
Clerk's Office

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

'16 OCT 18 Liqr. Dept 801123

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of $25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 This application is for a:
- ☐ Interim Permit (Complete Section 5)
- ☐ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- ☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
- ☑ Location Transfer (Bars and Liquor Stores Only) (Complete Section 2, 3, 4, 11, 13, 14, 16)
- ☐ Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required)
- ☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
- ☐ Seasonal

SECTION 2 Type of Ownership:
- ☐ J.T.W.R.O.S. (Complete Section 6)
- ☐ Individual (Complete Section 6)
- ☐ Partnership (Complete Section 6)
- ☑ Corporation (Complete Section 7)
- ☐ Limited Liability Co (Complete Section 7)
- ☐ Club (Complete Section 8)
- ☐ Government (Complete Section 10)
- ☐ Trust (Complete Section 6)
- ☐ Tribe (Complete Section 6)
- ☐ Other (Explain) _____

SECTION 3 Type of license

1. Type of License: #07 LICENSE # 07100094

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Baxla (Last) John (First) Edward (Middle)
2. Owner Name: Southwest Pizza Inc (Ownership name for type of ownership checked on section 2)
3. Business Name: Peter Piper Pizza #58 (Exactly as it appears on the exterior of premises)
4. Business Location Address: 3741 W Ina Road #125 (Street) Tucson (City) AZ (State) 85741 (Zip Code) Pima (County) (Do not use PO Box)
5. Mailing Address: 5925 E Broadway Blvd #125 (Street) Tucson (City) AZ (State) 85711 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: (520) 744-1111 Daytime Contact Phone: (520) 296-9396
7. Email Address: swpizza@aol.com
8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☑ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☑ Yes ☐ No
   If yes, what City, Town or Tribal Reservation is this Business located in: Marana
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ _____

Department Use Only

Fees: 100.00 (Application) _____ (Interim Permit) _____ (Site Inspection) 44.00 (Finger Prints) $ 144.00 (Total of All Fees)

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☑ Yes ☐ No

Accepted by: JB Date: 10-18-16 License # 07100094

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____

2. Is the license currently in use? ☒ Yes ☒ No If no, how long has it been out of use? 07100094 DH

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
(Print Full Name)

X _____ State of _____ County of _____
(Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this

My commission expires on: _____ _____ of _____, _____
Date Day Month Year

_____
Signature of NOTARY PUBLIC

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No
If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General	Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
☐	☐								
☐	☐								
☐	☐								
☐	☐								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST
Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE
Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

☑ **Corporation** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

☐ **L.L.C.** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

1. Name of Corporation/ L.L.C: Southwest Pizza Inc
2. Date Incorporated/Organized: ~~07/4/1986~~ 7-23-86 State where Incorporated/Organized: Arizona
3. AZ Corporation or AZ L.L.C File No: ~~0187659-1~~ 0187659 | Date authorized to do Business in AZ: ~~July 1986~~ 7-25-86
4. Is Corp/L.L.C. Non Profit? ☐ Yes ☑ No
5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Baxla	John	Edward	President	11780 E Rancho Los Rios Dr.	Tucson	AZ	85749
Baxla	~~Mary~~ Kathryn	~~Kathryn~~ Mary	Vice Pesident	5015 N Coronado Vistas Dr.	Tucson	AZ	85749
Baxla	Donald	Robert	~~CFO~~ Director	5015 N Coronado Vistas Dr.	Tucson	AZ	85749
Baxla Jr.	Donald	Robert Jr.	Sec/Treas	521 E Horseshoe Ave	Gilbert	AZ	85296

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Baxla	John	Edward	40	11780 E Rancho Los Rios Dr.	Tucson	AZ	85749
Baxla Jr.	Donald	Robert Jr.	24.6	521 E Horseshoe Ave	Gilbert	AZ	85296
Roeber	Joan	Michelle	17.7	9657 E Waters Edge Place	Tucson	AZ	85715
Clauser	Heather	Rene	17.7	6010 E Red Cardinal Way	Tucson	AZ	85750

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

1. Government Entity: _____

2. Person/Designee: _____
First Last Middle Day time Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISE FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: Peter Piper Pizza #58
Address: 3780 W Ina Rd #122 Marana AZ 85741
(Exactly as it appears on license)

2. New Business: Name: Peter Piper Pizza #58
Address: 3741 W Ina Rd #125 Marana AZ 85741

1. License Type: 07 License Number: 07100094

SECTION 12 Person to Person Transfer
Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
(Last) (First) (Middle) (Individual, Agent, Etc.)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
(Street) (City) (State) (Zip)

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
(Street) (City) (State) (Zip)

7. Have all creditors, lien holders, interest holders, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 **(Interim Permit)** of this application; attach fee, and current license to this application.

9. I, **(Print Full Name)** _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, **(Print Full Name)** _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X _____
(Signature of CURRENT Individual Owner/Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____
Date

_____ of _____, _____
Day **Month** **Year**

_____
Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

A.R.S. § 4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.
The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02) Series 12
b) Hotel/motel license (§ 4-205.01)Series 11
c) Microbrewery Series 3
d) Craft Distillery Series 18
e) Government license (§ 4-205.03) Series 5
f) Fenced playing area of a golf course (§ 4-207 (B)(5))
g) Wholesaler Series 4
h) Farm Winery Series 13

1. Distance to nearest School: 2643 FEET .5 mi. (If less than one (1) mile note footage) Name of School: BUTTER FIELD
Address: 3400 W MASSINGALE Tucson AZ 85741

2. Distance to nearest Church: 3171 FEET .6 mi. (If less than one (1) mile note footage) Name of Church: BEAUTIFUL SAVIOR
Address: 7570 N. THORNEYDALE Tucson, AZ 85711

SECTION 14 Business Financials

1. I am the: ☑ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors: Name: North Pima Center LLC
Address: 6007 E Grant Rd (Street) Tucson (City) AZ (State) 85712 (Zip)

3. Monthly Rent/ Lease Rate: $ 20666.00

4. What is the remaining length of the lease? Yrs. 10 Months 240

5. What is the penalty if the lease is not fulfilled? $ _____ or Other: ~~[illegible]~~ default legal
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? $0
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Pizza Parlor

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☑ No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☑ No

10. Is the premises currently license with a liquor license? ☐ Yes ☑ No

If yes, give license number and licensee's name:
License #: ~~07000094~~ Individual Owner /Agent Name: ~~[illegible]~~
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐ Yes ☐ No

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

_____
(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

_____
(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

☑	Entrances/Exits	☑	Liquor storage areas	**Patio:**	☐ Contiguous
☐	Walk-up windows	☐	Drive-through windows		☐ Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☑ Yes ☐ No
   If yes, what is your estimated completion date? March 1 2017
   Month/Day/Year
2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

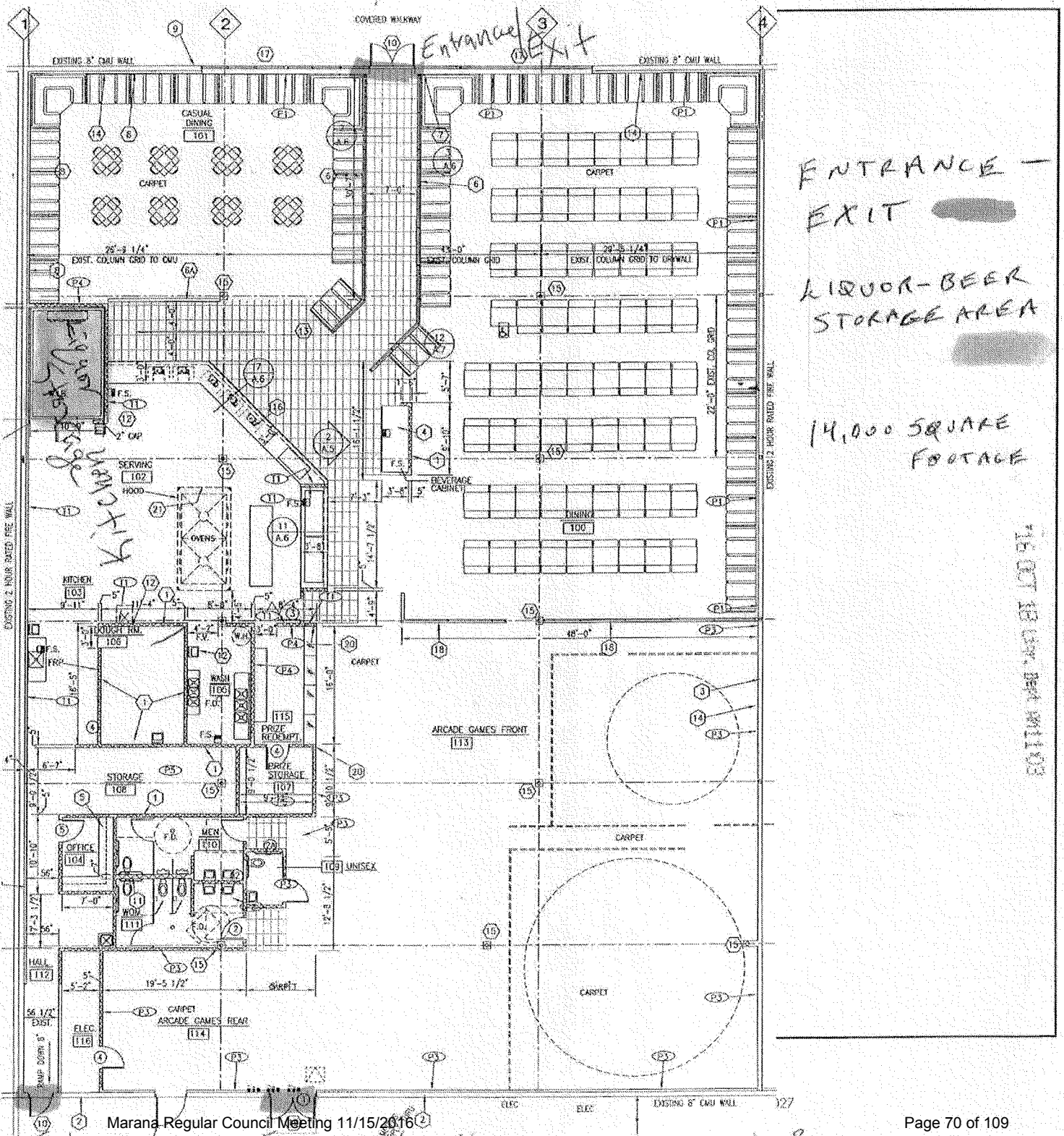
_____
(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) John Edward Baxla, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X _____ State of AZ County of Pima
(Signature of CURRENT Individual Owner/Agent) The foregoing instrument was acknowledged before me this

My commission expires on: June 6 2019 (Date) 15 (Day) of September (Month), 2016 (Year)

CYNTHIA J HOLLAND
NOTARY PUBLIC, ARIZONA
PIMA COUNTY
My Commission Expires
June 6, 2019

Cynthia J Holland
Signature of NOTARY PUBLIC

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.

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

AFFIDAVIT OF POSTING

Date of Posting: October 21, 2016 Date of Posting Removal: See Note

Applicant's Name: Baxla (Last) John (First) Edward (Middle)

Business Address: 3741 W. Ina Road (Street) Tucson (City) 85741 (Zip)

License #: 07100094

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Elton Burns, Jr.	Housing Specialist	520-990-2496
Print Name of City/County Official	Title	Phone Number

Elton E Burns Jr. — Signature

10/21/2016 — Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

11/9/2016 1105 Am

WENT TO REMOVE LIQUOR LICENSE POSTING AT 3741 W. INA Rd. AT SOME POINT POSTING WAS REMOVE by SOMEONE OTHER THAN the town of MARANA

JR B

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

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 07100094 (Arizona application #)

2. County of: Pima City/Town/County #: LL2016-13

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 15th (Day) of November (Month), 2016 (Year) considered the application of John Edward Baxla (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 07100094 (Arizona liquor license application #),

for the license series #: type Series #07 Beer & Wine Bar (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF John Edward Baxla (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

Jocelyn C. Bronson (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

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

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Council-Regular Meeting **L2**

Meeting Date: 11/15/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: November 15, 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 Stephanie Beate Hunter on behalf of Humane Society of Southern Arizona for Bikes, Barks & Brews to be held on December 10, 2016 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of Humane Society of Southern Arizona for Bikes, Barks & Brews to be held on December 10, 2016. The applicant has also obtained a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

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 Stephanie Beate Hunter on behalf of Humane Society of Southern Arizona for Bikes, Barks & Brews.

OPTION 2: I move to disapprove the special event liquor license application submitted by Stephanie Beate Hunter on behalf of Humane Society of Southern Arizona for Bikes, Barks & Brews.

Attachments

Application

Description of License Type

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01 NOV 2016 AM 11:45

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)
Cash Checks or Money Orders Only

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: Humane Society of Southern Arizona

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0112798

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: Harley Davidson

Address of Location: 7355 N I-10 Eastbound Frontage Rd., Tucson, Pima County, 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: Hunter (Last) Stephanie (First) Beate (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: 3450 N. Kelvin Blvd (Street) Tucson (City) AZ (State) 85716 (Zip)
3. Applicant's home/cell phone: ([redacted]) [redacted] Applicant's business phone: (520) 321-3704 ext. 188
4. Applicant's email address: shunter@hssaz.org

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? 2
(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 Humane Society of Southern Arizona Percentage: 100%

Address 3450 N. Kelvin Blvd. Tucson, AZ 85716
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State 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 2 Number of Security Personnel ☑ Fencing ☐ Barriers

Explanation: "Bikes, Barks & Brews" will take place at the Harley Davidson showroom. The event includes Santa photos, a doggie fashion show and beer-tasting that will take place outside in a fenced off area. 21+ patrons can enter the beer garden, get carded, wrist-banded and pay for their sample tickets that allow them 4x (4) ounce beer sample tickets. Harley Davidson will provide free food. We expect about 300 people.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	12/10/2016	Saturday	11:00AM	4:00PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

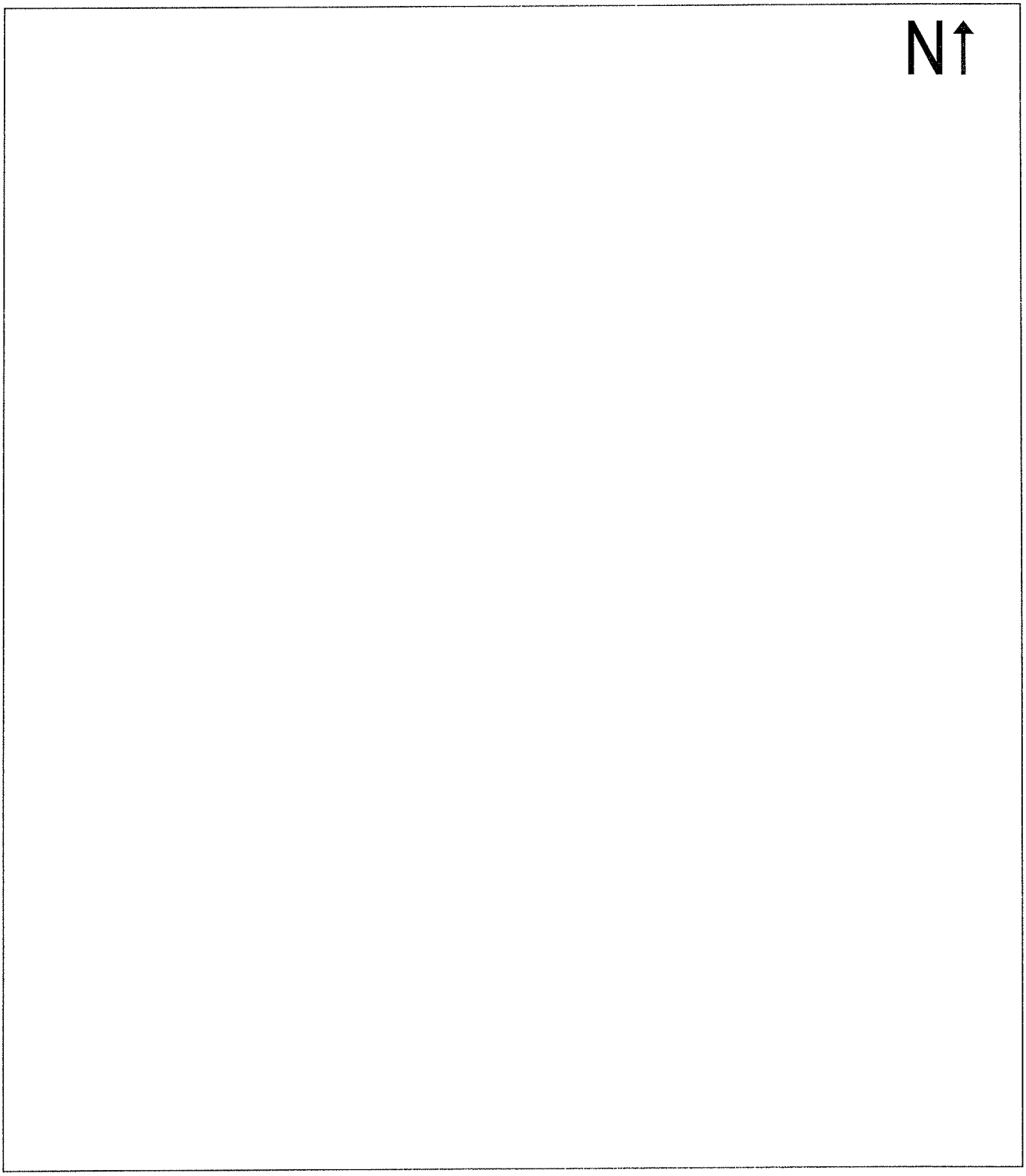
HUMANE SOCIETY of Southern Arizona

Bikes, Barks & Brews

Saturday Dec. 10, 2016 • Harley Davidson



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.



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

I, (Print Full Name) Randy Peterson declare that I am an Officer, Director or Chairperson of the organization 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 _____ Director of Development 10/28/2016 520-321-3704 ext 116
Signature | Title/ Position | Date | Phone Number

The foregoing instrument was acknowledged before me this 28 Day OCT Month 2016 Year

State of AZ County of Pima

OFFICIAL SEAL
LINDA KRAUSE
Notary Public - Arizona
PINA COUNTY
My Commission Expires
FEBRUARY 4, 2017

My Commission expires on 2/4/17 Date

_____ Signature of Notary Public

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

I, (Print Full Name) Stephanie Hunter 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 _____ Events Manager 10/28/2016 520-321-3704 ext. 188
Signature | Title/ Position | Date | Phone Number

The foregoing instrument was acknowledged before me this 28 Day OCT Month 2016 Year

State of AZ County of Pima

OFFICIAL SEAL
LINDA KRAUSE
Notary Public - Arizona
PINA COUNTY
My Commission Expires
FEBRUARY 4, 2017

My Commission expires on 2/4/17 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, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

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

SECTION 16 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.

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: 11/15/2016

To: Mayor and Council

From: Erik Montague, Finance Director

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-125: Relating to Administration; approving the transfer of $370,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Police Department for unanticipated costs in the fiscal year 2015-2016 budget (Erik Montague)

Discussion:

Staff will present preliminary, unaudited results for the General Fund for fiscal year 2015-2016. It is important to note that the numbers may change as a result of additional closing entries and audit adjustments, if any. The Town's financial statements are still under audit and final, audited results will be available in December 2016.

The budget for fiscal year 2015-2016 was adopted on June 16, 2015 which set the legal level of budgetary control at the department level for the General Fund and the fund level for all other funds. Council approval is required for budgetary transfers between General Fund departments, between funds and any transfer of contingency. The purpose of this item is to present preliminary results for the General Fund and to request authorization to:

Unanticipated Police Department Costs
Transfer General Fund expenditure authority from the contingency line item to the Police Department restricted budget line item for the amount of $370,000 as a result of the following:

- Personnel Costs- Approximately $188,000 in unanticipated, accrued personnel costs were incurred as part of a fiscal year 2015-2016 year-end closing audit journal entry. Each fiscal year, the Finance Department prepares year-end journal entries which accrue various revenue and expenditure items back into the appropriate audit year. This is a normal part of the year-end preparation process and such accruals are routine and ensure the revenues and expenditures are recorded in the appropriate fiscal year. For fiscal year 2015-2016, the

Finance Department accrued six days of accrued payroll for the first pay date in the new, 2016-2017 fiscal year, as those days were incurred in the previous fiscal year. The accrual for the 2014-2015 fiscal year included only four days. Most of this variance is attributable to the accrual of the two additional days.

- Workers' Compensation Insurance Costs- Approximately $182,000 in un-budgeted workers' compensation insurance costs were incurred during the fiscal year. The increased costs were directly attributable to a change in the Town's, overall workers' compensation experience modifier (EMOD) which is essentially a measure of risk. An EMOD measure of less than 1.0 is ideal. Due to increased workers' compensation related claims Town-wide in previous years, our EMOD increased from 0.87 in fiscal year 2014-2015 to 1.49 in 2015-2016 which significantly increased workers' compensation insurance rates for all town departments. In fact, all departmental workers' compensation budgets were exceeded for the fiscal year 2014-2015. However, the overall impact was larger for the Police Department as they have the largest number of employees and payroll cost. Significant efforts have been made by Human Resources from the employee safety and risk perspective and claims have gone down. It will take one more budgetary cycle of a higher EMOD before we begin to see reduced rates. The impact of the EMOD changes is included in future year's budgets.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$370,000

The requested budget adjustment does not increase the overall expenditure amount for the General Fund. The transfer would only reallocate existing budgetary authority to other department line item budgets. The overall impact of the increased expenditures for these departments is already included in the preliminary numbers presented this evening.

Staff Recommendation:

Staff recommends approval of Resolution No. 2016-125; approving the budget transfer from the General Fund contingency line item to the Police Department budget for unanticipated costs as described in Schedule A.

Suggested Motion:

I move to adopt Resolution No. 2016-125, transferring $370,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Police Department in the fiscal year 2015-2016 budget for unanticipated costs.

Attachments

Resolution No. 2016-125

Schedule A

Preliminary FY2015-2016 General Fund Budget to Actual

MARANA RESOLUTION NO. 2016-125

RELATING TO ADMINISTRATION; APPROVING THE TRANSFER OF $370,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE RESTRICTED BUDGET LINE ITEMS WITHIN THE POLICE DEPARTMENT FOR UNANTICIPATED COSTS IN THE FISCAL YEAR 2015-2016 BUDGET

WHEREAS on June 16, 2015, the Town Council adopted the fiscal year 2015-2016 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the Police Department incurred unanticipated costs which could not be offset by savings within other budgetary line items; and

WHEREAS transferring amounts within the fiscal year 2015-2016 budget will not significantly impact the General Fund; and

WHEREAS reallocations of budgetary amounts between the contingency line item in the General Fund to other line items are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest 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 transfer of $370,000 from the General Fund's budgeted contingency line item to the restricted budget line items within the Police Department in the fiscal year 2015-2016 budget, as set forth in Exhibit A, attached to and incorporated by this reference in this resolution, is hereby approved.

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 this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Town of Marana
Schedule of General Fund Budget Adjustments – Fiscal year 2015-2016
Exhibit A

Budgetary transfers due to unanticipated costs:

Department	Increase	Decrease
Police	$370,000	
Contingency		$370,000
Total	$370,000	$370,000

PRELIMINARY RESULTS

TOWN OF MARANA, ARIZONA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED JUNE 30, 2016

	Budgeted Amounts			Variance - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Sales taxes	$ 22,674,325	$ 22,674,325	$ 24,180,542	$ 1,506,217
Intergovernmental	9,099,342	9,099,342	9,139,027	39,685
Licenses, fees & permits	3,553,000	3,553,000	4,468,910	915,910
Fines, forfeitures & penalties	630,000	630,000	579,369	(50,631)
Charges for services	413,100	413,100	500,521	87,421
Lease income	128,750	128,750	89,710	(39,040)
Contributions	46,000	46,000	93,645	47,645
Investment income	175,000	175,000	49,053	(125,947)
Miscellaneous	616,050	616,050	685,710	69,660
Total revenues	37,335,567	37,335,567	39,786,487	2,450,920
Expenditures:				
General government:				
General government	6,442,053	6,094,053	2,116,395	3,977,658
Town council	294,338	294,338	261,783	32,555
Town clerk	280,565	280,565	275,281	5,284
Town manager	1,503,103	1,503,103	1,477,338	25,765
Human resources	800,451	800,451	712,930	87,521
Facilities	1,021,634	1,021,634	1,000,438	21,196
Finance	1,092,364	1,092,364	1,024,314	68,050
Legal	800,357	800,357	747,534	52,823
Technology services	2,517,151	2,517,151	2,425,913	91,238
Municipal courts	1,031,570	1,031,570	1,013,186	18,384
Public Safety:				
Police	11,683,980	11,683,980	12,050,726	(366,746)
Building safety	1,082,267	1,082,267	992,257	90,010
Highways and streets				
Public works	2,951,709	3,301,709	3,073,941	227,768
Economic and community development				
Development services	3,713,524	3,713,524	3,054,505	659,019
Economic development and tourism	192,356	189,023	156,806	32,217
Community development	596,728	596,728	595,412	1,316
Culture and recreation				
Parks and recreation	3,811,484	3,808,150	3,546,904	261,246
Capital outlay	974,900	974,900	673,417	301,483
Total expenditures	40,790,534	40,785,867	35,199,080	5,586,787
Excess (deficiency) of revenues over expenditures	(3,454,967)	(3,450,300)	4,587,407	8,037,707
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(6,591,688)	(6,591,688)	(6,335,075)	256,613
Total other financing sources (uses)	(6,591,688)	(6,591,688)	(6,335,075)	256,613
Changes in fund balances	(10,046,655)	(10,041,988)	(1,747,668)	8,294,320
Fund balances, beginning of year	25,478,205	25,478,205	24,590,451	(887,754)
Fund balances, end of year	$ 15,431,550	$ 15,436,217	$ 22,842,783	$ 7,406,566

Council-Regular Meeting **A2**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-126: Relating to Elections; declaring and adopting the results of the Town of Marana general election held on November 8, 2016 (Jocelyn C. Bronson)

Discussion:

Pursuant to A.R.S. Section 16-646, the governing body of a city or town must enter on the official record of the city or town the official canvass of the votes after a primary and/or general election. This must be done not less than six days nor more than 20 days after an election.

The Pima County Official Canvass of the general election was not available at the time this item was prepared for the Council packet. Staff anticipates that the official canvass from the Pima County Elections Department will be available by the meeting date of November 15, 2016, and will be presented to Council for approval at that time.

Staff Recommendation:

Staff recommends Council approval of the official canvass of the vote for the general election held on November 8, 2016, when it is presented to Council on November 15, 2016.

Suggested Motion:

I move to adopt Resolution No. 2016-126, declaring and adopting the results of the Town of Marana general election held on November 15, 2016.

Attachments

Resolution No. 2016-126

MARANA RESOLUTION NO. 2016-126

RELATING TO ELECTIONS; DECLARING AND ADOPTING THE RESULTS OF THE TOWN OF MARANA GENERAL ELECTION HELD ON NOVEMBER 8, 2016

WHEREAS the Town of Marana, Pima County, Arizona, did hold a general election on the 8th day of November, 2016 for a ballot measure, Proposition 440, relating to the extension of the alternative expenditure limitation (home rule option) for the next four fiscal years; and

WHEREAS the election returns have been presented to and have been canvassed by the Town Council.

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

SECTION 1. That the total number of ballots cast at said general election, as confirmed by the Pima County Elections Department, was _____.

SECTION 2. That the total number of ballots rejected at said primary election, as confirmed by the Pima County Elections Department, was ____.

SECTION 3. That the votes cast for the ballot measure were as follows:

Ballot Measure	Vote Total
Proposition 440 – A resolution proposing an extension of the alternative expenditure limitation for the Town of Marana	_____

SECTION 4. That it is hereby found, determined and declared of record, that the ballot measure, Proposition 440 relating to the alternative expenditure limitation (home rule option) did receive [more than one-half of the total number of valid votes cast].

SECTION 6. This resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE Mayor and Council of the Town of Marana, Arizona, this 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **A3**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Mayor and Council; selection of the Vice Mayor (Jocelyn C. Bronson)

Discussion:

Section 2-3-1 of the Town Code sets forth the process for selection of the Vice Mayor by the Town Council. Section 2-3-3 provides that the Vice Mayor shall serve a two-year term and may be re-appointed to an unspecified number of additional two-year terms. On June 4, 2013, the Council selected Council Member Jon Post to serve a two-year term as Vice Mayor.

In 2012, the Arizona state legislature amended A.R.S. Section 16-204 to consolidate all regular candidate elections in Arizona to the fall of even-numbered years. The Town of Marana has historically held its elections in the spring of odd-numbered years. In 2013 the Arizona state legislature adopted Senate Bill 1454 which provided that in order to comply with the consolidation of election dates as prescribed in A.R.S. Section 16-204, the town could lengthen the terms of the Town's elected officials to conform to the requirements of A.R.S. Section 16-204. Thus, the terms of Council Members elected in 2013 were extended to the fall of 2016. Vice Mayor Post's term has now expired.

Pursuant to Section 2-3-1, the Town Council shall choose a Vice Mayor from among the Council Members by a majority vote. Any Council Member may make a motion to appoint a certain Council Member as Vice Mayor. The motion must be seconded and then voted upon. The Council will continue making motions until a motion to appoint a Council Member as Vice Mayor is successfully passed by a majority of the Council.

Pursuant to Section 2-3-1, the selection of the Vice Mayor must take place no later than December 31, 2016.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
I move to appoint_____as Vice Mayor of the Town of Marana.

Attachments

No file(s) attached.

Council-Regular Meeting **A4**

Meeting Date: 11/15/2016

To: Mayor and Council

Submitted For: Vickie Hathaway, Communications Manager

From: Jane Fairall, Deputy Town Attorney

Date: November 15, 2016

Strategic Plan Focus Area:
Heritage

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 1 / We will seek to preserve the unique history and culture of Marana for generations to come.
Initiative 2 COLLABORATE WITH HISTORIC PRESERVATION ORGANIZATIONS
a. Collaborate with the Heritage Conservancy

Subject: Resolution No. 2016-127: Relating to Heritage; approving and authorizing the Mayor to execute a First Amendment to Community Partner and License Agreement between the Town of Marana and the Marana Heritage Conservancy (Vickie Hathaway)

Discussion:

Effective January 22, 2016, the Town and the Marana Heritage Conservancy entered into a Community Partner and License Agreement for the purposes of cooperating and collaborating on the presentation and promotion of cultural and heritage-related events and activities in the Town, and preserving the Town's history.

Among other items, the Agreement provided that the Conservancy would plan, develop and present the annual Marana Founders' Day event, with help and support from the Town. At this time, Town and Conservancy leadership have determined that the best way to showcase and grow the Founders' Day event is to include it as a part of the Town's Signature Event Series, meaning that the Town will plan, develop and present the event, with help and assistance from the Conservancy. The proposed amendment to the Agreement removes the Conservancy's obligations to put on the Founders' Day event and leaves in place the Conservancy's participation in Town-run events.

In addition, for several recent Town events, the Conservancy has obtained a special event liquor license from the state liquor department and provided a beer garden. The proposed amendment will add beverage vending to the list of services that may be provided by the Conservancy for Town events, and includes provisions regarding required liquor liability insurance coverage.

This item is proposed in conjunction with a resolution on tonight's agenda that will formally include the Marana Founders' Day event as a part of the Town's Signature Event Series.

Staff Recommendation:

Staff recommends approval of the first amendment to the agreement between the Town and the Conservancy.

Suggested Motion:

I move to adopt Resolution No. 2016-127, approving and authorizing the Mayor to execute a First Amendment to Community Partner and License Agreement between the Town of Marana and the Marana Heritage Conservancy.

Attachments

Resolution No. 2016-127

Exhibit A to Reso. 2016-127

MARANA RESOLUTION NO. 2016-127

RELATING TO HERITAGE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO COMMUNITY PARTNER AND LICENSE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA HERITAGE CONSERVANCY

WHEREAS in January 2015, the Town Council adopted the Town of Marana Strategic Plan III, identifying Heritage as one of its five focus areas, with the principle statement "We will seek to preserve the unique history and culture of Marana for generations to come" and the stated initiative of collaborating with the Marana Heritage Conservancy to achieve that goal; and

WHEREAS the Marana Heritage Conservancy is a not-for-profit organization established to discover, preserve and promote the traditions, cultures, historic places, working landscapes and natural treasures in the Marana sphere of influence through education, preservation, community events, fundraising and community outreach; and

WHEREAS on May 4, 2010, the Town Council adopted Resolution No. 2010-43, formally endorsing the Conservancy as the Town's designated partner and caretaker of the Town's treasured past and authorizing the Town Manager to provide support and assistance to the Conservancy; and

WHEREAS on January 19, 2016, the Town Council adopted Resolution No. 2016-009, approving a community partner and license agreement between the Town of Marana and the Marana Heritage Conservancy; and

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

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

SECTION 1. The first amendment to community partner and license agreement between the Town of Marana and the Marana Heritage Conservancy in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of November, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FIRST AMENDMENT TO COMMUNITY PARTNER AND LICENSE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA HERITAGE CONSERVANCY

THIS FIRST AMENDMENT ("Amendment No. 1") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and the MARANA HERITAGE CONSERVANCY, an Arizona non-profit corporation (the "Conservancy"). The Town and the Conservancy are sometimes collectively referred to in this Amendment No. 1 as the Parties, any one of which is sometimes individually referred to as a Party.

RECITALS

A. Effective January 22, 2016, the Parties entered into a Community Partner and License Agreement (the "Original Agreement") for the purposes of cooperating and collaborating on the presentation and promotion of cultural and heritage-related events and activities in the Town, and preserving the Town's history.

B. Paragraph 34(a) of the Original Agreement provided that the Original Agreement may not be modified except in a writing signed by both of the Parties.

C. The Parties now desire to enter into this Amendment No. 1 to the Original Agreement to modify the Parties' responsibilities regarding the annual Founders' Day event, and to include provisions regarding beverage vending and liquor liability coverage.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Amendment No. 1, and in consideration of the terms of the Original Agreement and this Amendment No. 1, the Parties hereby agree as follows:

1. *Services to be performed by the Conservancy*. Paragraph 2 of the Original Agreement is hereby amended as follows:

1.1. Subparagraph (c) regarding the Conservancy's participation in major Town special events is amended to add beverage vending to the list of services that may be provided by the Conservancy for Town events.

1.2. Subparagraph (d) regarding the Conservancy's Founders' Day services is hereby deleted in its entirety.

2. *Insurance.* Paragraph 18 of the Original Agreement is hereby amended by adding new subparagraph (f) as follows:

f. For any event in which the Conservancy sells alcoholic beverages on Town property pursuant to a special event liquor license, the Conservancy shall deliver one or more certificates of insurance evidencing coverage for liquor liability with minimum coverage amounts of $1,000,000 per occurrence/aggregate. The Town shall be named as an additional insured on the liquor liability insurance policy required by this subparagraph (f). As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Conservancy. 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.

3. *Effect of Amendment*. Except as expressly modified by this Amendment No. 1, the terms of the Original Agreement shall remain in full force and effect.

4. *Effective Date.* This Amendment No. 1 is effective when it has been fully executed on behalf of all of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the last date set forth below their respective signatures.

The "Town":	The "Conservancy":
TOWN OF MARANA	MARANA HERITAGE CONSERVANCY
_____	_____
Ed Honea, Mayor	Patrick Nilz, President
Date:_____	Date:_____

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF Arizona)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Patrick Nilz, President of MARANA HERITAGE CONSERVANCY, an Arizona non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

Council-Regular Meeting **D1**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Erik Montague, Finance Director

Date: November 15, 2016

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:
Construction sales taxes are a significant source of revenues for transportation capital improvement projects.

Subject: Presentation: Relating to Transaction Privilege Tax; update and discussion regarding potential modifications to the state construction sales tax and the activities of the Construction Sales Tax Task Force (Erik Montague)

Discussion:

Legislation has been introduced each of the past three legislative cycles which would significantly modify or even eliminate construction sales taxes as a classification, and move to some version of retail sales taxes at the point of purchase. While it may seem straight forward in concept, the application and payment of retail sales taxes on materials at the point of purchase is extremely problematic for many growing communities, like Marana. This is primarily due to the fact that most of the materials used in major residential and commercial construction projects are not purchased within the community impacted by the activity. Large out of town or out of state vendors provide most of the materials used in major construction projects. Cities and towns have been successful, thus far, in stopping these bills primarily due to the catastrophic financial impact from the loss of revenues to the communities impacted by the development.

The League of Arizona Cities and Towns established a task force on construction sales taxes in June 2016. The intent was for the task force to proactively identify possible changes to the construction sections of the existing Tax Code or comprehensive revision. The task force comprises approximately 15 members who represent a diverse mix of municipalities, including Marana, and disciplines. The committee has had nine meetings since June. Early meetings were to frame the issues with the current system and establish the priorities of the stakeholder

communities. Issues and priorities identified in earlier meetings would be later used in considering possible changes.

The purpose of tonight's presentation is to provide Council with an overview and update on the results of the meetings thus far and to discuss the current options that the task force is considering. Information and direction received here tonight will be shared with the task force at the next meeting.

A brief presentation will be handed out the evening of the meeting.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.

Council-Regular Meeting **D2**

Meeting Date: 11/15/2016

To: Mayor and Council

From: Vickie Hathaway, Communications Manager

Date: November 15, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Administration; presentation, discussion and consideration of the survey results regarding proposed designs for the Town of Marana's new logo/seal (Vickie Hathaway)

Discussion:

The Town of Marana celebrates 40 years of incorporation in 2017, and in recognition of the milestone, the Town is introducing a new Town logo to replace the current logo and seal. The public has been invited to be a part of the selection process, and have voted on their favorite of five proposed designs beginning October 6 through October 31. The results of the survey will be presented to Council tonight for discussion and consideration.

The final logo design will be the result of a year-long project involving months of research, drafts, and staff and public input. Marana's communication and design team worked with University of Arizona graphic design student Michael Hauri to research best practices and gather sketches and designs inspired by the current logo and seal, as well as the community's natural environment. Initial design drafts were presented to Town staff, and the feedback collected was used to develop the final designs. Black and white versions of the proposed logos were presented to Town Council on September 13, and under Town Council direction, colorized versions were created in the Town's signature teal and copper colors.

Staff will present proposed next steps in the logo selection process to Council at tonight's meeting.

Community members will begin seeing the new logo around the community beginning in early 2017. In tandem with this effort, the Town will also update Marana's graphic standards, which provide guidelines for appropriate use of the logo. This mark will be used in a variety of applications, from vehicle branding to letterheads to T-shirt designs. The graphic standards will

spell the specific requirements for using the brand in each of these settings.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
Council's pleasure.

Attachments

Logo Survey Results

Logo Survey Results









MARANA AZ

Project Overview

- September 13: presentation on proposed logos
- Color palette established with Council direction
- Unscientific survey open for public input from October 5-31
- November 15: presentation of survey results, with Council choosing final logo
- Now- Dec 31: finalizing graphic standards manual and prepping with departments for logo update
- Jan 1: Logo is live
- Jan-Feb 2017: 40-year celebration banners with logo around community
- March 2017 : Founder's Day celebration, community engagement
- April 2017: State of the Town, business and regional engagement

Top 3 logos





