MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 2, 2017, 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 May 2, 2017, 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 electronic devices.

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.maranaaz.gov under Agendas and Minutes. 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. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

P1 Proclaiming May 4, 2017 as National Day of Prayer (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2017-035: Relating to Parks & Recreation; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County to facilitate the planning, design and development of the Central Arizona Project trailhead and trail within the Town of Marana (Cynthia Nemeth-Briehn)

C2 Resolution No. 2017-036: Relating to Public Works; authorizing the acquisition of lands and property rights needed for the Marana Road Realignment, Town of Marana Project No. ST044 (Frank Cassidy)

C3 Resolution No. 2017-037: Relating to Public Works; approving and authorizing the Mayor to sign Amendment No. 1 to an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz (Keith Brann)

C4 Approval of April 18, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2017-038: Relating to Public Safety; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana, Pima County, and other public safety agencies to secure access from the Pima County Wireless Integrated Network (PCWIN) for interoperability for 11 radios for the Marana Police Department (Carl Drescher)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Ordinance No. 2017.011: Relating to Animal Control; amending Title 6 (Animal Control) of the Marana Town Code by replacing existing Title 6 with a comprehensive rewrite of Title 6; and designating an effective date (Jane Fairall)

Resolution No. 2017-039: Relating to Animal Control; declaring as a public record filed with the Town Clerk the comprehensive rewrite of Marana Town Code Title 6 (Animal Control) adopted by Ordinance No. 2017.011 (Jane Fairall)

D2 Relating to Finance; presentation and discussion regarding the Tangerine Farms Road Improvement District (TFRID) special assessment improvement bonds and current market conditions which may allow for a refunding of outstanding bonds (Erik Montague)

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 **P1**

Meeting Date: 05/02/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 2, 2017

Subject: Proclaiming May 4, 2017 as National Day of Prayer (Jocelyn C. Bronson)

Attachments

Proclamation National Day of Prayer

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
National Day of Prayer

WHEREAS the 66th observance of the National Day of Prayer will be held on May 4, 2017, with the theme "For Your Great Name's Sake! Daniel 9:19"; and

WHEREAS a National Day of Prayer has been part of our national heritage since it was declared by the First Continental Congress in 1775 and the United States Congress in 1952 approved it as a Joint Resolution, "That the President shall set aside and proclaim a suitable day each year, other than a Sunday, as a National Day of Prayer, on which the people of the United States may turn to God in prayer and meditation at churches, in groups and as individuals"; and

WHEREAS the United States Congress in 1998 by Public Law 100-307, as amended, established "An act to provide for setting aside the first Thursday in May as the date on which the National Day of Prayer is celebrated"; and

WHEREAS leaders and citizens of our communities, cities, states and the nation are afforded the privilege of prayer with the job of seeking divine guidance, strength, protection and comfort from Almighty God; and

WHEREAS recognizing the love of God, we, citizens of the Town of Marana, treasure the freedom to gather in prayer, exercising reliance on God's power in the face of present challenges and threats, asking for His blessing on every individual in our Country.

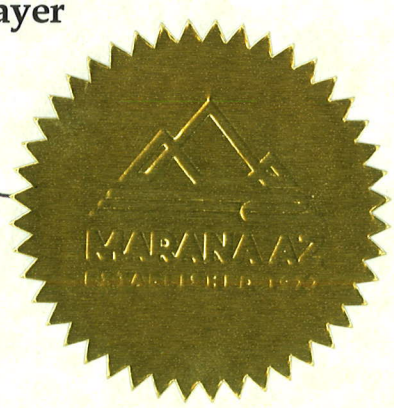
NOW, THEREFORE, the Mayor and Council of the Town of Marana proclaim

May 4, 2017 as National Day of Prayer

Dated this 2nd day of May, 2017.

Ed Honea

Ed Honea, Mayor



ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **C1**

Meeting Date: 05/02/2017

To: Mayor and Council

From: Cynthia Nemeth-Briehn, Parks & Recreation Director

Date: May 2, 2017

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Use recreation facilities and programming as opportunities to highlight the unique Sonoran Desert.

Subject: Resolution No. 2017-035: Relating to Parks & Recreation; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County to facilitate the planning, design and development of the Central Arizona Project trailhead and trail within the Town of Marana (Cynthia Nemeth-Briehn)

Discussion:

While the Department of the Interior Bureau of Reclamation (BOR) planners, designers and engineers began working on the Central Arizona Project (CAP), the concept of developing a recreational trail alongside the canal was viewed as an auxiliary benefit to the overall canal project. To this day, the BOR and its affiliates continue to work with jurisdictions and agencies to develop their respective segments of the CAP.

Though incomplete, the CAP Trail has already been designated as a National Recreational Trail. When complete, it will be a continuous 336-mile, relatively flat, graded, non-motorized, multi-use trail extending from the Colorado River at Lake Havasu to south Tucson, where the canal reaches its southern terminus (see attached map). The canal will connect many Arizona natural resource areas, recreational facilities, public trail systems, smaller towns and communities, as well as the metropolitan areas of Phoenix and Tucson.

In 1986, Pima County and the BOR entered into a 50-year Recreational Land Use Agreement authorizing the County to develop the canal trail and trailheads within its boundaries. In turn, Pima County and the Town of Marana have the opportunity to enter into an agreement to plan, design, and develop the first CAP Trail segment and trailhead in the region. When complete, the 7-mile Marana segment would connect a trailhead at Tangerine Rd. and I-10 to the Pima County

line. Pinal County is currently working on a segment from the Pima County line to Park Link Road.

Under the agreement being presented for approval, each party would contribute up to $50,000 towards the development of the trail and trailhead at Tangerine Road. Once established the Town of Marana Parks and Recreation Department would be responsible for maintaining and operating the 7-mile trail and trailhead. The Parks and Recreation Department is currently able to assume these responsibilities with existing staff and resources.

Financial Impact:

Fiscal Year:	FY18
Budgeted Y/N:	Y
Amount:	$120,000

The total project cost includes Marana and Pima County's portion of $50,000 each, plus a contingency amount of $20,000.

Staff Recommendation:

Staff recommends the approval of the Intergovernmental Agreement between the Town of Marana and Pima County for the planning, design and development of the Central Arizona Project trail and trailhead in Marana.

Suggested Motion:

I move to adopt Resolution No. 2017-035, approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County to facilitate the planning, design and development of the Central Arizona Project trailhead and trail within the Town of Marana.

Attachments

Resolution No. 2017-035

Exhibit A to Resolution

CAP Trail Tortolita

RESOLUTION NO. 2017-035

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY TO FACILITATE THE PLANNING, DESIGN AND DEVELOPMENT OF THE CENTRAL ARIZONA PROJECT TRAILHEAD AND TRAIL WITHIN THE TOWN OF MARANA

WHEREAS the Town of Marana and Pima County have negotiated an intergovernmental agreement to facilitate the planning, design and development of the Central Arizona Project (CAP) trailhead and trail within the Town; and

WHEREAS the Town and Pima County may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq*.; 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 Intergovernmental Agreement between the Town of Marana and Pima County to facilitate the planning, design and development of the Central Arizona Project trailhead and trail within the Town of Marana, attached to this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
between
PIMA COUNTY AND THE TOWN OF MARANA
to
FACILITATE THE PLANNING, DESIGN AND DEVELOPMENT OF THE CENTRAL ARIZONA PROJECT TRAILHEAD AND TRAIL WITHIN THE TOWN OF MARANA

This Intergovernmental Agreement ("IGA") is entered into by and between Pima County, a political subdivision of the State of Arizona ("County"), and the Town of Marana, an Arizona municipal corporation ("Marana").

Recitals

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

2. County is authorized by A.R.S. § 11-933 to enter into cooperative agreements with the United States and other governmental entities (including Marana) regarding the establishment, development and maintenance of public parks.

3. Marana is authorized by A.R.S. § 11-933 to enter into cooperative agreement with other governmental entities (including counties and the United States) for the establishment, development, maintenance or administration of public parks.

4. County and the U.S. Bureau of Reclamation ("Reclamation") previously entered into a 50-year Recreational Land Use Agreement, dated May 21, 1986 (County contract no. 01-05-U-107050-0386) and amended by an agreement dated April 15, 1997 (the "County/BOR Agreement"), which provides Pima County with permission to develop the Central Arizona Project (CAP) Trail and public trailhead staging areas on federal property associated with the CAP Trail in Pima County.

5. County and Marana desire to engage in a cooperative effort to facilitate the planning, design and development of the CAP Trailhead and Trail, which is located within the jurisdiction of Marana from Tangerine Road north to the Pinal County line.

NOW, THEREFORE, County and Marana, pursuant to the above, and in consideration of the matters and things hereinafter set forth, agree as follows:

I. Consent to Use of Trailhead and Trail Site.

Pima County hereby consents to Marana's non-exclusive use of the Trailhead and Trail site, including the portion subject to the County/BOR Agreement, for the term set forth in the County/BOR Agreement and for the purposes set forth therein and herein.

II. Financing

Funding of the Trailhead and Trail Project as described in this Agreement shall be shared equally between the parties. Subject to the availability of funds and the appropriation and specific allocation of funds to the Trailhead and Trail Project by the Marana Town Council and the Pima County Board of Supervisors, each party shall contribute up to Fifty Thousand Dollars ($50,000.00) towards the project.

III. Pima County Shall:

1. Allow Marana to develop a Trailhead and Trail Project, provided that (a) the development does not disturb existing County improvements; (b) Marana manages, maintains and repairs the segment of the CAP Trailhead and Trail as described herein; and, (c) the Trailhead and Trail Project are implemented according to plans mutually agreed upon by the parties. Pima County shall have the right (but not the obligation) to also implement the Trailhead and Trail Project (or selected portions thereof) at any time, in coordination with Marana and in accordance with the mutually approved plans.

2. Provide technical assistance to Marana and Reclamation in the development of the Trailhead and Trail Project, subject to the availability of agency staff and related resources, to include assistance on such matters as planning, design, maintenance, project management, and other issues and services mutually agreed upon by Marana and County.

3. Provide a staff member or members to participate in any committees or teams established to plan, design and/or supervise the implementation of the Trailhead and Trail Project.

IV. Marana Shall:

1. Serve as lead local agency and coordinating entity in the development of the Trailhead and Trail Project.

2. Assign a staff member to serve as the principal project manager for the Trailhead and Trail Project.

3. Maintain, repair and manage the portion of the CAP Trail and indemnify the County for any liability, loss, cost or expense arising from any improper maintenance of the CAP Trail.

4. Assume responsibility for the operation and maintenance of the Trailhead and Trail Project (or portions thereof) once constructed (including those portions, if any, developed by County, if developed according to mutually approved plans, as set forth above).

V. Term.

This IGA is effective on the date it is executed by both parties to the Agreement and expires on the date that the BOR/County Agreement expires, unless earlier terminated as provided herein. As part of the plans for the Trailhead and Trail Project, the parties shall set reasonable deadlines for commencing certain portions of the Project. If Marana fails to meet an agreed-upon deadline, the County shall have the right to terminate this IGA at any time thereafter, unless prior to the County's exercise of this right of termination, Marana commences the improvements with respect to which the deadline was missed.

VI. Disposal of Property.

Upon the termination of this IGA, all property located on the Trailhead and Trail Site reverts to the owner of that property. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

VII. Indemnification.

Each Party (as indemnitor) agrees to indemnify, defend and hold harmless the other parties (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.

VIII. Compliance with Laws.

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. Any action relating to this IGA shall be brought in a court of competent jurisdiction in Pima County.

IX. Non-Discrimination.

The Parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

X. ADA.

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

XI. Severability.

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XII. Conflict of Interest.

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XIII. Non-Appropriation.

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason any of the Parties do not appropriate sufficient monies for the purpose of maintaining this Agreement.

XIV. Legal Authority.

No party warrants to the other parties its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that any party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by any party against the other parties for lack of performance or otherwise.

XV. Worker's Compensation.

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

XVI. No Joint Venture.

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Marana and Reclamation or their employees and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XVII. No Third Party Beneficiaries.

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of any party to this IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVIII. Entire Agreement.

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

PIMA COUNTY:	**MARANA:**
Sharon Bronson, Chair Board of Supervisors	Ed Honea, Mayor Town of Marana
ATTEST:	ATTEST:
Julie Castaneda Clerk of the Board	Jocelyn Bronson Town Clerk

Approval

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed by the undersigned, and is hereby approved as to content.

PIMA COUNTY:	**TOWN OF MARANA:**
Chris Cawein, Director, Pima County Natural Resources Parks and Recreation	Cynthia Nemeth-Briehn, Director, Town of Marana Parks & Recreation

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by each of the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party to the Intergovernmental Agreement represented by each of the undersigned.

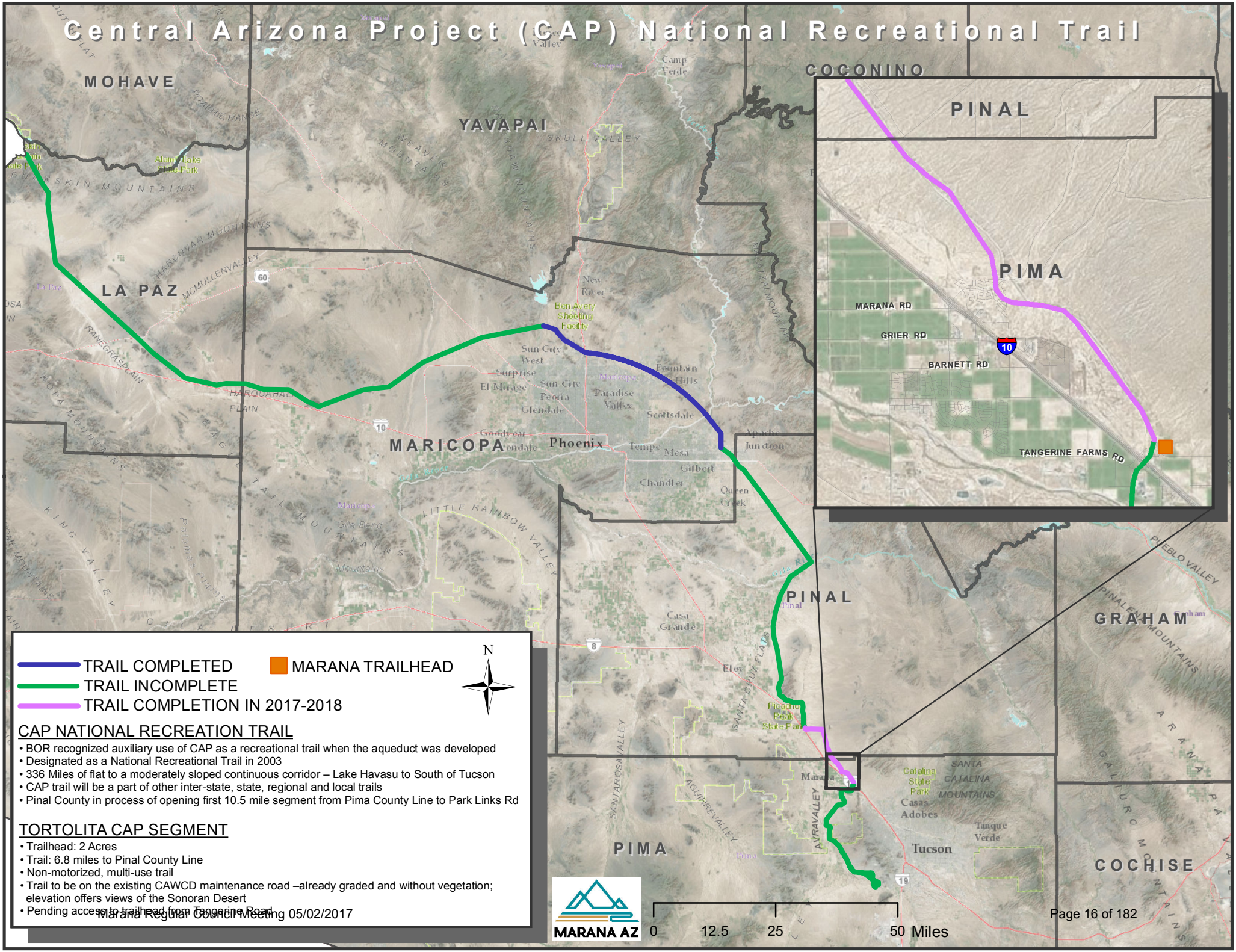
PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA:

Town Attorney

Central Arizona Project (CAP) National Recreational Trail



TRAIL COMPLETED
TRAIL INCOMPLETE
TRAIL COMPLETION IN 2017-2018
MARANA TRAILHEAD

N

CAP NATIONAL RECREATION TRAIL

- BOR recognized auxiliary use of CAP as a recreational trail when the aqueduct was developed
- Designated as a National Recreational Trail in 2003
- 336 Miles of flat to a moderately sloped continuous corridor – Lake Havasu to South of Tucson
- CAP trail will be a part of other inter-state, state, regional and local trails
- Pinal County in process of opening first 10.5 mile segment from Pima County Line to Park Links Rd

TORTOLITA CAP SEGMENT

- Trailhead: 2 Acres
- Trail: 6.8 miles to Pinal County Line
- Non-motorized, multi-use trail
- Trail to be on the existing CAWCD maintenance road –already graded and without vegetation; elevation offers views of the Sonoran Desert
- Pending access to trailhead from Tangerine Road

MARANA AZ

0 12.5 25 50 Miles

Council-Regular Meeting **C2**

Meeting Date: 05/02/2017

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: May 2, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-036: Relating to Public Works; authorizing the acquisition of lands and property rights needed for the Marana Road Realignment, Town of Marana Project No. ST044 (Frank Cassidy)

Discussion:

The Town of Marana is finalizing plans and preparations for the construction of the Marana Road Realignment, Town of Marana Project No. ST044, which will swing Marana Road traffic through a southward curve and into a new roundabout at Sandario Road and Marana Main Street (just south of the McDonald's restaurant). The affected property owners have agreed to donate the right of way needed for the project to the Town at no cost, and have delivered deeds of dedication and other requested instruments to the Town. This resolution authorizes the Mayor to sign a detour agreement for the diversion of Sandario Road traffic during the construction of the roundabout, authorizes the Town Manager and Town Engineer to sign all necessary property rights acquisition documents, and authorizes Town staff to pay for closing costs and title insurance associated with the property rights acquisitions. These costs are not expected to exceed already-budgeted funding for this project.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2017-036, authorizing the acquisition of lands and property rights needed for the Marana Road Realignment, Town of Marana Project No. ST044.

Suggested Motion:

I move to adopt Resolution No. 2017-036, authorizing the acquisition of lands and property rights needed for the Marana Road Realignment, Town of Marana Project No. ST044.

Attachments

Resolution No. 2017-036
Exhibit A to Resolution

MARANA RESOLUTION NO. 2017-036

RELATING TO PUBLIC WORKS; AUTHORIZING THE ACQUISITION OF LANDS AND PROPERTY RIGHTS NEEDED FOR THE MARANA ROAD REALIGNMENT, TOWN OF MARANA PROJECT NO. ST044

WHEREAS the Town of Marana is finalizing plans and preparations for the construction of the Marana Road Realignment, Town of Marana Project No. ST044; and

WHEREAS the Town of Marana needs to acquire certain rights-of-way, easements and other property rights to construct the improvements needed for the Marana Road Realignment, (all of which interests in real estate are collectively referred to as the "Needed Property"); and

WHEREAS the right-of-way and construction plans for the Marana Road Realignment are sufficiently finalized for the Needed Property to be specifically identified on a parcel by parcel basis; and

WHEREAS the Town has received from the affected property owners deeds of dedication and other instruments transferring the Needed Property to the Town at no cost; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, as follows:

Section 1. The particular rights-of-way, easements, and other property rights that constitute the "Needed Property" are those set forth on the plan set prepared by the engineering firm PRESIDIO ENGINEERING, INC. entitled "MARANA ROAD REALIGNMENT AND RECONSTRUCTION OF 1.23 MILES OF 2-LANE ROADWAY, PORKCHOP AND NEW ROUNDABOUT INTERSECTION ALONG WITH DRAINAGE IMPROVEMENTS PROJECT NO. ST044," the most recent iteration of which is dated April 3, 2017; and those set forth in the "Sandario Road/Marana Main Street Detour Agreement" attached as Exhibit A.

Section 2. The Mayor is authorized to sign on the Town's behalf the "Sandario Road/ Marana Main Street Detour Agreement" in substantially the form attached as Exhibit A to this resolution.

Section 3. The Town Manager and Town Engineer are hereby authorized to execute on the Town's behalf any and all other documents necessary to acquire the Needed Property.

Section 4. Town staff is hereby authorized and directed to pay on the Town's behalf all title insurance fees and closing costs associated with the Town's acquisition of the Needed Property.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 2nd day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SANDARIO ROAD/MARANA MAIN STREET DETOUR AGREEMENT

Town of Marana, Arizona

This Agreement is entered into by and among the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; MARANA MAIN STREET, LLC ("MMS"), an Arizona limited liability company; MARANA HOSPITALITY, LLC ("MH"), an Arizona limited liability company; MARANA HOSPITALITY II, LLC ("MH2"), an Arizona limited liability company; and FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60434 and not otherwise (the "Trust"). MMS, MH, MH2, and the Trust are sometimes collectively referred to as the "Property Owners," any one of which is sometimes referred to as a "Property Owner." MMS, MH, MH2, the Trust, and the Town are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town has completed 100% plans (the "Plans") for the design of the Marana Road Realignment and Reconstruction project, Marana Project No. ST044 (the "Project"), and the Property Owners have received and reviewed electronic or paper copies of the Plans.

B. The Project includes the construction of a roundabout (the "Roundabout") on Sandario Road at its future intersection with Marana Main Street (which will be constructed as part of the Project).

C. During construction of the Roundabout, traffic on Sandario Road will need to be diverted for a period of three to six months.

D. The Town, in consultation with the Property Owners, has prepared the proposed detour map (the "Detour Map") attached to and incorporated by this reference in this Agreement as Exhibit A. The detour depicted on the Detour Map is referred to in this Agreement as the "Detour."

E. Except where it intercepts or crosses public right-of-way, the Detour will be located entirely on lands owned by one or more of the Property Owners.

F. At the Property Owners' request, the alignment of the Detour has been set and the Detour will partly be located in areas where the Property Owners plan to have permanent driveways or parking areas.

G. To accommodate the permanent use of the pavement that will initially be used for the Detour, the Property Owners have asked that the portion of the Detour outlined in red on the Detour Map be constructed with three inches of asphalt over four inches of aggregate base course.

H. The Town is willing to construct the Detour as requested by the Property Owners, so long as the Town's anticipated costs for constructing the Detour do not exceed those that would reasonably have been incurred if the entire Detour had been constructed as a temporary roadway (two inches of asphalt over compacted subgrade).

I. The Town has compared the relative costs, and has determined that the Town's portion of the costs of constructing the Detour as proposed pursuant to this Agreement is roughly equivalent to the Town's anticipated cost of constructing the entire Detour as a temporary roadway and acquiring temporary property rights from the Property Owners to accommodate the Detour.

J. The Property Owners are willing to participate in the construction of the Detour as proposed pursuant to this Agreement and to allow the use of their land as shown on the Detour Map and in accordance with this Agreement in exchange for the benefits accruing to the Property Owners as a result of this Agreement and the construction of the Project.

AGREEMENT

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

1. *Construction of the Detour.* The areas shown with solid gray shading on the Detour Map are the locations where a new roadway and pavement will be installed for the Detour. In the area outlined in red on the Detour Map, the Property Owners shall construct the sub-base and aggregate base course and shall do all things necessary for the placement of asphalt, and the Town shall place three inches of asphalt. The Town will construct other areas of the Detour as a temporary roadway, and will remove the asphalt from those temporary roadway locations upon termination of the Detour. The Town will be responsible for removing the fence along Denny Street to accommodate the Detour and for replacing it upon termination of the Detour.

2. *Temporary easement.* The Property Owners hereby grant a temporary easement over their lands as depicted on the Detour Map (the "Detour Land"). The Detour Land includes not only the areas of the Property Owners' properties that are shaded on the Detour Map, but also those already-paved areas of the Property Owners' properties that will be used for the Detour; specifically, the area shown as "McDonald's Driveway (Private)" and the intersection east of it, all as shown on the Detour Map.

3. *Duration.* The temporary easement granted by this Agreement shall begin upon the Property Owners' completion of the sub-base and aggregate base course as described in paragraph 1 above and shall continue for a period of 180 days thereafter, unless extended by written instrument executed by the Parties.

4. *Scope.* The Town and the public may use the temporary easement granted by this Agreement in a manner consistent with the use of a typical public roadway, and the Town shall be responsible to regulate and police the use of the Detour as it would any other Town public roadway.

5. *Waiver of compensation.* In consideration of the benefits received under this Agreement, the Property Owners waive all rights or claim to compensation under this Agreement.

6. *Indemnification.* The Town hereby agrees to indemnify, defend and hold the Property Owners harmless from and against any and all claims, loss, cost, liability, expense or damage (including, without limitation, reasonable attorneys' fees) arising out of or in connection with: (i) the use of the Detour by the Town or any of its agents or any members of the public; (ii) any breach of this Agreement by the Town; and (iii) any other occurrence upon the Detour during the period this Agreement remains in effect (except those arising solely from the actions of the Property Owners or its agents).

7. *Recording.* This Agreement shall not be recorded.

8. *Counterparts*. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

9. *Conflicts*. This Agreement is subject to A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the last Party's signature date below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO SUBSTANCE:

_____
Keith Brann, Town Engineer

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

The "Property Owners":

MARANA MAIN STREET, LLC, an Arizona limited liability company
MARANA HOSPITALITY, LLC, an Arizona limited liability company
MARANA HOSPITALITY II, LLC, an Arizona limited liability company

By: M. Chris Monson
M. Chris Monson, Manager

Date: 4/11/2017

FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60434 and not otherwise

By: Martha L. Hill
Martha Hill, Trust Officer

Date: 4.13.17

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on April 11th, 2017 by M. Chris Monson, Manager of MARANA MAIN STREET, LLC, an Arizona limited liability company, MARANA

HOSPITALITY, LLC, an Arizona limited liability company, and MARANA HOSPITALITY II, LLC, an Arizona limited liability company, on behalf of the LLCs.

(Seal)

REFUGIO C. NAVARRO
Notary Public - Arizona
Pima County
My Commission Expires
December 14, 2019

Refugio C Navarro
Notary Public

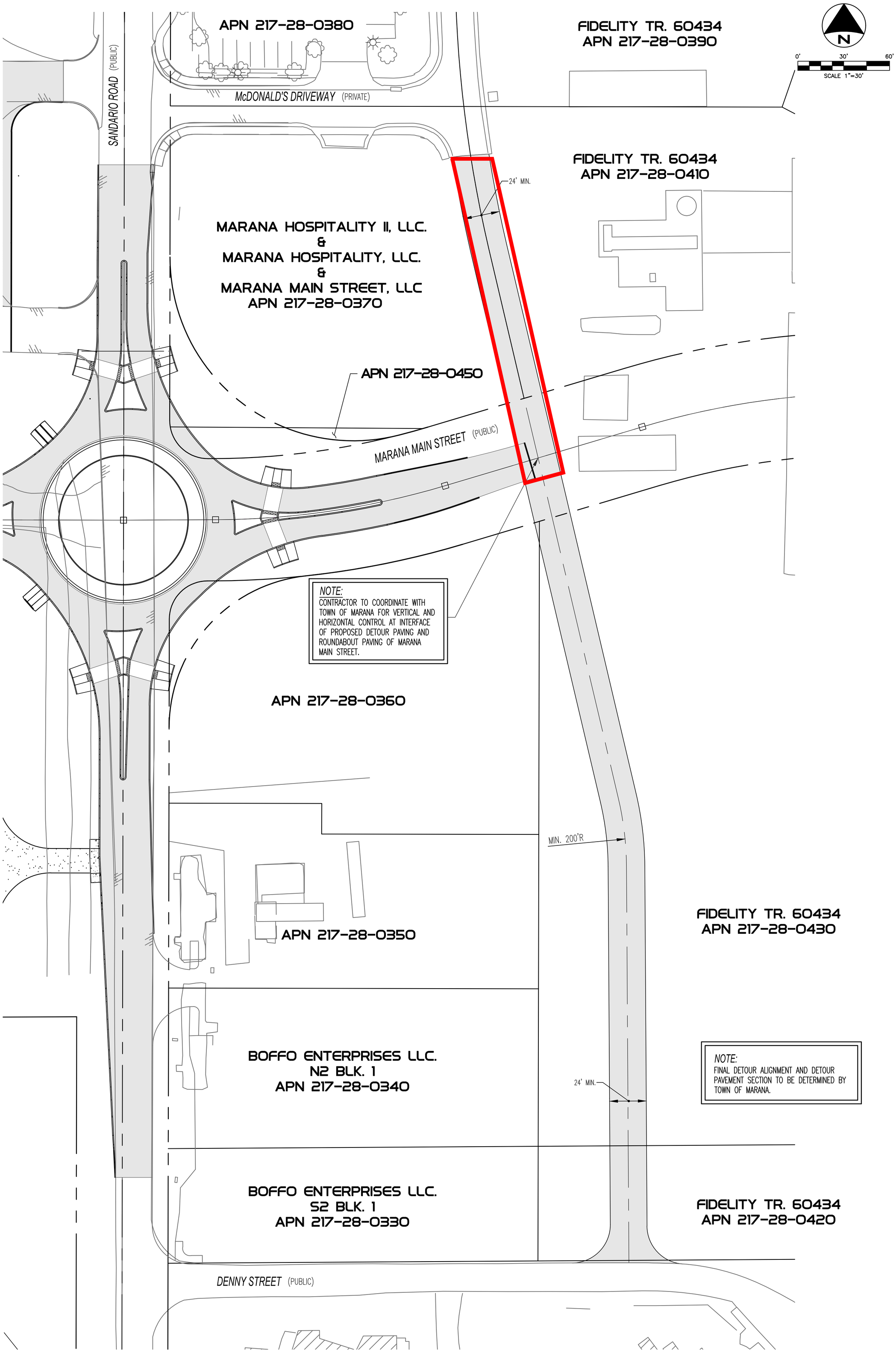
STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on April 13th, 2017 by Martha Hill, Trust Officer of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60434 and not otherwise.

(Seal)

OFFICIAL SEAL
PAULETTE R. FRAIOLI
NOTARY PUBLIC-ARIZONA
PIMA COUNTY
My Comm. Exp. July 7, 2017

Paulette R Fraioli
Notary Public



Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

UTILITY STATEMENT

THE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND FROM FIELD SURVEY INFORMATION PERFORMED BY OTHERS. THE ENGINEER MAKES NO GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE LOCATION OF THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY OR STRUCTURE SHOWN. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEANS NECESSARY TO PROTECT ANY UTILITY. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UTILITIES AND STRUCTURES PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR DAMAGE TO EXISTING ABOVE GROUND OR UNDERGROUND UTILITIES AND STRUCTURES, INCLUDING THOSE NOT SHOWN ON THESE DRAWINGS.

Presidio ENGINEERING, INC.
Civil • Land Development • Water Resources
190 S. Stratford Dr. Suite 105 • Tucson, Arizona 85716
(520) 795-7255 • Fax (520) 795-6747

MARANA ROAD DETOUR EXHIBIT
PROJECT NO. ST044
EXHIBIT #6

BEING A PORTION OF SECTION 21, T-11-S, R-11-E
G&SRB&M. TOWN OF MARANA, PIMA COUNTY, ARIZONA

DESIGNED:	DRAWN:	CHECKED:	SHEET
J.R.	J.R.	J.D.W.	1 OF 1
DATE:	PROJECT NO.:	SCALE:	
03/22/2017	115002-01	1"=30'	

EXHIBIT A TO DETOUR AGREEMENT

Council-Regular Meeting **C3**

Meeting Date: 05/02/2017

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Frank Cassidy, Town Attorney

Date: May 2, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-037: Relating to Public Works; approving and authorizing the Mayor to sign Amendment No. 1 to an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz (Keith Brann)

Discussion:

The currently pending ADOT construction of improvements to the Ina Road Traffic Interchange (Silverbell Road to Camino de la Cruz) was the subject of an agreement among ADOT, the Town of Marana, and PAG approved on October 4, 2016 by Marana Resolution 2016-102.

The original agreement anticipated the use of $14,000,000 in PAG STP funding. The amount of PAG STP funding now available for the project is $16,436,904. PAG STP funding consists of 94.3% from PAG STP ($13,202,000 under the original agreement; $15,500,000 under Amendment No. 1) and a Town match of 5.7% ($798,000 under the original agreement; $936,904 under Amendment No. 1). So the net effect of the increase in PAG STP funds is to reduce the total estimated Town funding obligation by $2,298,000.

The Town remains obligated for the cost of unanticipated construction cost overruns on the Town's reach of the project (from Starcommerce Way to Silverbell Road), so the Town's actual reduction in total funding obligation may ultimately be less.

Amendment No. 1 to the agreement addresses the increase in PAG STP funding. In keeping with current ADOT administrative contract handling practice, Town staff anticipates that Amendment No. 1 will be signed electronically using the DocuSign program.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	($2,298,000)

The net effect of the increase in PAG STP funds addressed by Amendment No. 1 is to reduce the total estimated Town funding obligation by $2,298,000.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2017-037, approving and authorizing the Mayor to sign Amendment No. 1 to an IGA and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz.

Suggested Motion:

I move to adopt Resolution No. 2017-037, approving and authorizing the Mayor to sign Amendment No. 1 to an IGA and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz.

Attachments

Resolution No. 2017-037

Exhibit A to Resolution Ina JPA Amendment 1

MARANA RESOLUTION NO. 2017-037

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT AND AGREEMENT AMONG THE STATE OF ARIZONA, THE TOWN OF MARANA, AND THE PIMA ASSOCIATION OF GOVERNMENTS RELATING TO INA ROAD TRAFFIC INTERCHANGE AND INA ROAD IMPROVEMENTS, SILVERBELL ROAD TO CAMINO DE LA CRUZ

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

WHEREAS the Arizona Department of Transportation, the Town of Marana, and the Pima Association of Governments entered into an agreement to facilitate the construction, which was signed on behalf of the Town of Marana pursuant to Marana Resolution No. 2016-102 adopted on October 4, 2016; and

WHEREAS a higher level of Pima Association of Governments Surface Transportation Program (PAG STP) funding is now available for the project, requiring amendment of the agreement; 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 agreement amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the "Amendment No. 1 to Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments" (ADOT File No.: IGA/JPA: 15-0005483-I; Amendment No. One: 17-0006386-I; AG Contract No.: P001-2015-003085; Project: Ina Road TI and Ina Road Improvements; Section: Ina Road; Silverbell Road to Camino de la Cruz; Federal Aid No: MRN-0(014)A; ADOT Project No.: SB41301C), attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

ADOT File No.: IGA/JPA 15-0005483-I
Amendment No. One: 17-0006386-I
AG Contract No.: P0012015003085
Project Name: Ina Road TI and Ina Road Improvements
Project Location: Ina Road; Silverbell Road to Camino de la Cruz
Federal-aid No.: MRN-0(014)A
ADOT Project No.: SB41301C
Budget Source Item No.: PAG Advance Construct

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT AND AGREEMENT

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

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. ONE"), entered into this date _____, pursuant to 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") the TOWN OF MARANA, acting by and through its MAYOR and TOWN COUNCIL (the "Town"), and PIMA ASSOCIATION OF GOVERNMENTS, acting by and through its REGIONAL COUNCIL ("PAG"). The State, the Town, and PAG are collectively referred to as the "Parties," any one of which is sometimes individually referred to as a "Party."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 15-0005483-I, A.G. Contract No. P0012015003085, was executed on October 5, 2016, ("Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the Town; and

WHEREAS, PAG is empowered by Arizona Revised Statutes § 28-6308 and 28-6353 to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of PAG.

NOW THEREFORE, consistent with the mutual agreements expressed herein, the purpose of this Amendment No. One is to update funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Section II. Paragraphs 12. and 17. are revised, as follows:

12. The State will submit the request for approval of federal funds to advance the construction of Project SB413 to the FHWA. The estimated federal funds, are identified in the current PAG TIP and the STIP as ID# 88.03 for FFY 2017-2021 as follows: **FFY 2017 $15,500,000.00**. The final actual cost may exceed the estimates programmed in the current PAG TIP, and in such case the Town is responsible for any and all costs which exceed the federal aid funding programmed for Project SB413 and/or any and all costs deemed ineligible for reimbursement. Additional estimated Local funds will be needed for Project SB413 based on current Project estimates.

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

Construction Project SB413

Estimated Town funds	**$ 6,563,096.00**
PAG STP FY 17 funds @ 94.3% of $16,436,904.00 (Fixed)	**$ 15,500,000.00**
Town's match funds @ 5.7% of $16,436,904 (Fixed)	**$ 936,904.00**
Sub Total Construction Costs	$ 23,000,000.00
Total Estimated Town Funds	**$ 7,500,000.00**
Total Fixed Federal Funds	**$ 15,500,000.00**
Estimated TOTAL Project SB413 Construction Costs*	$ 23,000,000.00

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

II. SCOPE OF WORK

Section III. Paragraphs 1. c. and g. iv., are revised and 2. d., u. and u.i., are revised and 3. a., is revised as follows:

1. The State will:

c. Upon execution of this Agreement, accept from PAG **$15,500,000.00** of PAG STP apportionments, for the cost to select a consultant and administer the construction and construction engineering of the Project.

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

iv. The Town is required to maintain a balance of **$7,500,000.00** in their LGIP account for the Town's estimated share of the Project SB413 costs. Interest on Town's LGIP Account shall be for the benefit of the Town, available to pay for monthly actual Project costs.

2. The Town will:

d. Upon execution of this Agreement, and no later than 5:00 pm MST, October 18, 2016, deposit the amount of **$7,500,000.00,** into the LGIP account for the Town's estimated share of the Project SB413 costs.

u. In good faith, maintain in the LGIP Account with the State Treasurer's office **$7,500,000.00,** for the Town's estimated share of the Project SB413 costs for the SB413 construction contract.

i. The LGIP account will be drawn down based on the proportional share of the Town's contribution to the total Project cost. The Town's proportionate share will be calculated based upon the Town's contribution and the Project cost. The numerator is the Town's contribution and the denominator is the Project Cost (Town Contribution/Project Cost). The LGIP will be drawn down as the match on the federal funds for the project. Once the federal funds are fully expended, the LGIP account will be drawn down for the Town's remaining Project costs.

3. PAG will:

a. Within 30 days of execution of this Agreement, PAG will contribute STP and HURF apportionments to the State, in a fixed amount of **$15,500,000.00** towards the Project construction costs.

III. MISCELLANEOUS PROVISIONS

Section III. Paragraph 19. is added, as follows:

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

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO.ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

TOWN OF MARANA an Arizona municipal corporation

By _____
ED HONEA
Mayor

ATTEST:

By _____
JOCELYN BRONSON
Town Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
Division Director

PIMA ASSCOIATION OF GOVERNMENTS

By _____
FARHAD MOGHIMI
Executive Director

ATTEST:

By _____
THOMAS BENAVIDEZ
Attorney

ADOT File No.: IGA/JPA 15-0005483-I
Amendment No. Two: 17-0006386-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF MARANA

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the TOWN OF MARANA, and PIMA ASSOCIATION OF GOVERNMENTS, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

_____

Town Attorney

ATTORNEY APPROVAL FORM FOR THE PIMA ASSOCIATION OF GOVERNMENTS

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the, PIMA ASSOCIATION OF GOVERNMENTS 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 Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

_____

PAG Attorney

Council-Regular Meeting **C4**

Meeting Date: 05/02/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 2, 2017

Subject: Approval of April 18, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft 04-18-2017 Regular Council Meeting Minutes

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 18, 2017, 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 7:00 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 Bowen, second by Council Member Kai. Unanimously approved.***

CALL TO THE PUBLIC. Chief Cheryl Horvath with Mountain Vista Fire District, who handed out the annual report and also announced that an RFP (Request for Proposal) is out to possibly consolidate with Golder Ranch Fire District.

Ed Stolmaker, President and CEO of the Marana Chamber of Commerce, thanked Council and staff for their support of the State of the Town event. He noted that there was not one negative comment.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Members Bowen, Comerford and McGorray reported on the very successful State of the Town luncheon and program. Mayor Honea also offered his thanks to the staff of the

Chamber and the town for making this event such a huge success this year. It was a great addition to showcase several of the Council, residents and staff in the videos and presentations.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. No report.

PRESENTATIONS

P1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Winter 2017 Marana Citizens' Forum on the topic "Public Safety Education" (Jocelyn C. Bronson). **Ms. Bronson** noted that the Forum delegates are very focused and committed to delivering the best possible recommendations to Council. **Ron Hill** then presented the Council with the process they followed to come up with their recommendations on Public Safety Education. The Council thanked the delegates for their hard work and commented on the thoughtful recommendations. **Council Member Bowen** asked how the Public Crime Prevention Unit would work. Mr. Hill indicated that the delegates had not gotten that far into the planning aspect.

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

C1 Resolution No. 2017-031: Relating to Development; approving a final plat for Saguaro Bloom Block 3 Lots 1-141 and Common Area A (Open Space, Recreation , Public Utilities, Road Maintenance & Signage) and Common Area B (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage) located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive (Steven Vasquez)

C2 Ordinance No. 2017.009: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 – Employment Process, Policy 2-8 "Fingerprinting", Section 2-8-1 "Affected Positions" (Jane Fairall)

C3 Resolution No. 2017-032: Relating to Real Estate; authorizing the Town Manager to sign instruments granting Tucson Electric Power Company an electrical right of way easement and a temporary construction easement with excavation on the Marana Operations Center property (Frank Cassidy)

C4 Approving Regular Council Meeting Minutes from March 21, 2017 and April 4, 2017 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 12 restaurant liquor license application submitted by Yuk Chu Cheng on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141, Marana, Arizona 85743. **Ms. Bronson** noted that the application had been properly reviewed and posted. Staff recommends approval. ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 12 restaurant liquor license application submitted by Bruce Robert Barro on behalf of Barro's Pizza, located at 5884 W. Arizona Pavilions Drive, Marana, Arizona 85743 (Jocelyn C. Bronson). **Ms. Bronson** noted that the application had been properly reviewed and posted. Staff recommends approval. ***Motion to approve by Council Member Bowen, second by Council Member Kai. Passed unanimously.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2017-033: Relating to Utilities; approving and authorizing the Mayor to sign the Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement (John Kmiec). **Mr. Kmiec** noted that this item is a follow-up to a presentation he made to Council a couple of weeks ago regarding an agreement which would allow movement of CAP water to the Twin Peaks area as well as the Metro Water District and the CDO area. Both the Metro Water board and the Oro Valley Town Council have agreed to participate in the intergovernmental agreement. The parties are also working with the Central Arizona Water Conservation District to use the terminal storage agreement from 2011 to disburse funding if the project moves forward at the CAP board meeting in May. This would be a benefit to Marana in excess of $500K which could be put toward this project. **Council Member Ziegler** asked for clarification as to where the money is budgeted, to which **Mr. Kmiec** responded that the funding is currently be worked on by re-negotiating the Cascada Water Service Agreement as well as using potential impact fees for the Twin Peaks benefit area or a combination thereof as well as potential monies from the disbursement of CAP. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

A2 Ordinance No. 2017.010: Relating to Marana Regional Airport; authorizing camping and parking of motor homes and recreational vehicles on the airport during the U.S. Flight Expo event May 3-6, 2017; and declaring an emergency (Heath Vescovi-Chiordi). **Mr. Vescovi** gave a brief overview of the event scheduled at the Marana Airport. ***Motion to approve by Council Member Kai, second by Council Member McGorray. Passed unanimously.***

A3 Resolution No. 2017-034: Relating to Administration; approving and authorizing the Finance and Purchasing Director to sell up to four used Ford Crown Victoria police vehicles to the Town of Quartzsite (Erik Montague). **Mr. Montague** stated that the police chief from the Town of Quartzsite inquired about any used vehicles that could be purchased from the town as we phased out our vehicles through our vehicle replacement cycle. We do have up to four used Crown Victoria vehicles that may be available that are traditionally sold at auction. Auction prices vary but usually averages about $1200 per vehicle. This item would allow staff to sell these four used vehicles to the Town of Quartzsite for $1200 per vehicle. If approved, the vehicles would be sold "as is" with identifying markings and other pieces of equipment removed prior to transfer. The Town of Quartzsite would be liable for any costs related to transporting those vehicles. Staff is recommending approval. **Council Member Bowen** asked about the average age and mileage when we retire vehicles. **Mr. Montague** replied six to seven years is about average, and we try to replace our vehicle around 100,000 miles. These vehicles have been well-maintained, and will have significant residual value, especially to a community that is

in need. We do buy our vehicles new, and we will be buying new vehicles as part of our normal replacement cycle. ***Motion to approve by Council Member McGorray, second by Council Member Kai. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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). **Mr. Davidson** reported that staff continues to monitor various legislation; however, not much is moving. The budget is under way and there are a few bills we and the League are continuing to track. The construction sales tax bill has no movement, but it will likely come back in another session. HB 2406 did not pass in the Senate, but it may come back for reconsideration this Thursday.

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. ***Motion to adjourn at 7:37 p.m. by Council Member Bowen, second by Council Member McGorray. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 18, 2017. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 05/02/2017

To: Mayor and Council

From: Carl Drescher, Technology Services Director

Date: May 2, 2017

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2017-038: Relating to Public Safety; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana, Pima County, and other public safety agencies to secure access from the Pima County Wireless Integrated Network (PCWIN) for interoperability for 11 radios for the Marana Police Department (Carl Drescher)

Discussion:

The Pima County Wireless Integrated Network (PCWIN) system enables 55 Public Safety and Public Service agencies from Tucson to Ajo, from Sahuarita to Mount Lemmon, and from the Rincon Valley to Avra Valley, to talk to each other by radio in real time on a single system, regardless of their jurisdiction boundaries. Currently Marana Police is the only Public Safety agency in Pima County that is not a member and cannot communicate with these other agencies. This lack of communication potentially puts Marana Police Officers at risk when they are involved in a situation with multiple Pima County Public Safety agencies responding.

Pending Council approval of this IGA, the Town has been accepted as a member of PCWIN. PCWIN will be supplying the Marana Police with 11 radios which will allow MPD to communicate with the other PCWIN agencies when necessary. Subscriber fees for these radios will be $363.00 per month ($33.00 per radio) or $4,356 for FY 17-18, with potential increases of $1- $2 per radio, per year over the next five fiscal years, according to the PCWIN Business Plan and 5-year Forecast.

The term of the IGA runs through December 31, 2022, and it will automatically renew for terms of ten years at a time, unless the PCWIN cooperative is dissolved. If the Town chooses to voluntarily terminate its participation in the PCWIN cooperative at any time, 24 months' advance written notice must be given to the other members of PCWIN. In addition, members voluntarily terminating their participation in the cooperative must comply with the following:

1. Transfer or relinquish to the Cooperative any unexpended infrastructure replacement and enhancement funds, and operating and maintenance funds.
2. Pay all fees and charges owed to the Cooperative through the effective date of termination.
3. Provide the Cooperative with twenty four (24) months' notice before any withdrawal of Equipment, communication services, and Facilities.
4. Pay for all costs to affect the withdrawal of the Member including costs to reconfigure the Network for the remaining Members.
5. Allow continued use of frequencies and Equipment required for the incremental capacity necessary for use by other Members, including for 'roaming'.
6. Allow the Cooperative continued use of Member's Equipment, communication services, and Facilities, or alternatively, pay for securing conforming Equipment, communication services, and Facilities for continued use of the Cooperative, without service interruption, for the remaining effective period of the Agreement.
7. Reimburse Pima County for the depreciated value of any Subscriber Units originally purchased by Pima County and transferred to the Member.

Attached is the proposed IGA, as well as the PCWIN Governance Document which is attached to and incorporated within the IGA and is binding upon all parties to the IGA. Staff has also attached the Town's new member application which sets forth the terms of the Town's participation in PCWIN, the current PCWIN Business Plan, and a PCWIN memo setting the annual fees for FY 17/18, as backup information.

Financial Impact:

Fiscal Year:	17
Budgeted Y/N:	N
Amount:	$363 per month

Staff Recommendation:

Staff recommends approval of this IGA.

Suggested Motion:

I move to adopt Resolution No. 2017-038, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana, Pima County, and other public safety agencies to secure access from the Pima County Wireless Integrated Network (PCWIN) for interoperability for 11 radios for the Marana Police Department.

Attachments

Resolution No. 2017-038

Exhibit A to Resolution - IGA

Exhibit A to IGA - Governance Document

PCWIN Business Plan

TOM PCWIN Member Application

MARANA RESOLUTION NO. 2017-038

RELATING TO PUBLIC SAFETY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA, PIMA COUNTY, AND OTHER PUBLIC SAFETY AGENCIES TO SECURE ACCESS FROM THE PIMA COUNTY WIRELESS INTEGRATED NETWORK (PCWIN) FOR INTEROPERABILITY FOR 11 RADIOS FOR THE MARANA POLICE DEPARTMENT

WHEREAS the Pima County Wireless Integrated Network (PCWIN) provides opportunity for public safety service providers to migrate their communications services to a regional shared system governed by a Cooperative Board of Directors; and

WHEREAS the PCWIN provides public safety communications interoperability for improved public safety service coordination; and

WHEREAS the intergovernmental agreement (IGA) between the Town of Marana, Pima County and other participating public safety agencies establishes the Cooperative governance structure and mechanisms for the network; and

WHEREAS the parties are authorized by A.R.S. §11-951 *et seq*. to enter into an IGA for the joint exercise of powers; 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 IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the intergovernmental agreement between the Town of Marana, Pima County, and other participating public safety agencies regarding the Pima County Wireless Integrated Network (PCWIN), attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PIMA COUNTY WIRELESS INTEGRATED NETWORK PROJECT: MEMBERSHIP IGA GRANTEE: TOWN OF MARANA CONTRACT NO.: CT-OEM-13* 400	

1. Parties

The Parties (individually, a "Party") to this Intergovernmental Agreement ("Agreement") consist of all of the signatories to this Agreement. Parties to this Agreement shall automatically become Members of the Pima County Wireless Integrated Network Cooperative ("Cooperative"), as detailed in the Governance Document, formed for the purpose of maintaining the Pima County Wireless Integrated Network ("Network").

2. Recitals

2.1. Pima County is constructing the Pima County Wireless Integrated Network ("PCWIN") regional public safety communications system as authorized by Pima County voters at the May 18, 2004 Special Bond Election, and pursuant to Pima County Ordinance No. 2004-18 as subsequently amended.

2.2. The PCWIN bond funded, capital improvement project, is providing the fixed infrastructure; and, subject to available funding, a majority of the subscriber units required by the public entities defined in Pima County Ordinance 2004-18 that may become Parties to this Agreement.

2.3. The PCWIN communications system will provide opportunity for Public Safety Service providers to migrate their communications services to a regional shared system governed by a Cooperative Board of Directors.

2.4. The Parties to this Agreement will share the benefits and cost of operating, maintaining, sustaining, improving and financing PCWIN as approved by the Board of Directors.

2.5. The PCWIN will provide public safety communications interoperability for improved public safety service coordination, including the support for automatic aid and mutual aid between agencies.

2.6. This Agreement establishes the Cooperative governance structure and mechanisms for funding the operation, maintenance, sustainment, improvements and financing of the Network.

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

3. Agreement

3.1. The Parties enter into this Agreement for the purpose of:

3.1.1. Using their best efforts, through cooperation and sharing of common resources, for the mutual benefit of all Parties to operate, maintain, sustain, improve and finance PCWIN.

3.1.2. Providing regional communications operability and interoperability.

3.1.3. Providing regional communications cost effectively and using economies of scale.

3.1.4. Providing communications interoperability with other jurisdictions that are not a party to this Agreement, for the benefit of all Parties.

3.2. The Parties are authorized to enter into this Agreement by the joint exercise of powers provisions of Title 11, Chapter 7, Article 3 (§ 11-951 et seq.), Arizona Revised Statutes and the authorization of their legislative or other governing bodies, and of the University of Arizona Board of Regents, A.R.S. § 15-1625.

3.3. The Parties agree to form the Cooperative, an unincorporated association of the Parties, to jointly and cooperatively exercise their powers to achieve the purposes specified in paragraph 3.

3.4. The rules and policies governing the regulation and management of the Cooperative's internal affairs are set forth in a governance document, which is attached to this Agreement as the Governance Document and incorporated herein by this reference. Certain terms that are defined in the Governance Document are used in this Agreement. Those terms shall have the same meaning in this Agreement as such terms are defined in the Governance Document.

3.5. It is the intention of the Parties that the Governance Document be enforceable to the same extent as this Agreement. The Governance Document shall be subject to amendment as provided herein and shall be valid for the duration of this Agreement. The Governance Document is approved by all initial Parties and shall be binding upon any Parties that are admitted after the initial Parties. No additional Parties shall be admitted to the Cooperative without first agreeing to be as bound by the Governance Document as are the initial Parties.

4. Term and Duration of Agreement; Dissolution

4.1. This Agreement shall be binding upon each signing Party, and among and against all signing Parties as of the date on which the Agreement has been executed by each such Party, so long as such Party has complied with the requirements of A.R.S. § 11-952, which includes appropriate action by the legislative or other governing body of the Party for the approval of the Agreement, and determination by the Party's attorney that the Agreement is within the powers and authority of the Party. In order for this Agreement to have legal effect, at least two (2) Parties must sign it. The "Effective Date" of this Agreement shall be the date upon which the second Party signs it. The initial term of this Agreement shall begin upon the signing of this Agreement by the second Party and end on December 31, 2022; thereafter, the Agreement will automatically renew for terms of ten (10) years. Notwithstanding the foregoing, this Agreement shall automatically terminate upon dissolution of the Cooperative.

4.2. The Parties do not anticipate that the Cooperative will be dissolved until it is no longer desirable or feasible for the Cooperative to operate the Radio System, or Radio System operations are transferred to another appropriate entity as determined by the

Cooperative.

4.3. If the Parties dissolve the Cooperative other than by transferring Radio System operations to a governmental or non-profit entity, real property that is owned separately by a Member, regardless of whether it is situated within a Member's boundaries or installed at a Member-owned communications facility shall be returned to such Member. Real property purchased or owned separately by a Member shall remain the sole and separate property of that Member and shall not become the property of the Cooperative. Radio frequencies shall be dealt with in accordance with FCC licensing regulations and in accordance with the terms and conditions of any separate agreements between the Members that result in the contribution of frequencies to the Radio System.

5. Manner of Financing, Indemnity and Insurance

5.1. The cost of operating, maintaining, sustaining, improving and financing the Network shall be paid in the manner specified in the Governance Document. An infrastructure replacement and enhancement fund and an annual operating and maintenance budget shall be established and maintained as provided in the Governance Document. The costs paid by the Parties for operating, maintaining, sustaining, improving and financing the Network, less amounts, including grants and gifts, received from federal, state, regional or other funding sources shall be approved annually by the Cooperative Board of Directors.

5.2. Each Party agrees to timely pay its share of the cost of operating, maintaining, sustaining, improving, and financing the Network as specified in the Governance Document. Each Party shall render its amounts payable to the Cooperative no later than forty-five (45) days from the invoice date. The Cooperative may collect interest at the rate of one percent (1%) per month for payments not received forty-five (45) days from the invoice date. The interest collected shall be deposited in the operating and maintenance budget and used to offset the costs of operation and maintenance.

5.3. It will be the responsibility of each Party to this Agreement to take the appropriate steps in conformity with state or local laws to ensure that it appropriates sufficient funds to cover the obligations it assumes under this Agreement. Each Party recognizes that the performance by the Parties under this Agreement may be dependent upon the appropriation of funds by that Party. Should any Party fail to appropriate the necessary funds, that Party may withdraw from this Agreement on the last day of the fiscal period for which funds are legally available, notwithstanding Section 6. Each Party agrees to give notice to the other Parties as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

Each Party understands and acknowledges that claims and lawsuits may be filed for damages resulting from acts or omissions in connection with the operating, maintaining, sustaining, improving and financing, of the Network. Accordingly, to the extent permitted by law, each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses,

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

5.4. Insurance - Each Party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

c) If this Contract involves professional services, professional liability insurance in the amount of $1,000,000.00.

d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self- insurance pursuant to A.R.S. § 11-261, § 11-981 (or if a school district, § 15-382) and § 41-621, or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

5.5. The Cooperative, with the approval of its Board of Directors, may apply for such federal, state or other grants as are made available for operating, maintaining, sustaining, improving, and financing of the Network. The Administrative Managing Member or a Network Managing Member (by and through its authorized signatory) may submit the grant application on behalf of the Cooperative in accordance with applicable laws, rules, regulations and procedures. A grant agreement, approved by the Board of Directors, and entered into on behalf of the Cooperative shall be incorporated and made a part of this Agreement, and each Party agrees to be bound by the terms and conditions of the grant and to comply with and enforce the grant provisions within the limits of its jurisdiction. Any grant funds received will be used to reduce the cost of the project for which a grant application was submitted. The application for or the award of a grant shall not relieve a

Party of its obligation to pay costs billed by the Cooperative as provided in this Agreement. The Cooperative shall credit grant funds to the Parties, in proportion to the amount of funding each Party contributes towards the grant project, as the grant funds are received.

5.6. The Cooperative's Board of Directors shall use the Administrative Managing Member's procurement and insurance procedures.

6. Obligations as Members

6.1. Each Party to this Agreement is a Member of the Cooperative and shall comply with and be subject to the obligations of Members as set forth in the Governance Document, including the obligation to operate, maintain, sustain, improve and finance the Network. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

7. Voluntary Termination or Withdrawal as Members

Any Party may voluntarily terminate its participation in the Cooperative by providing twenty-four (24) months' prior written notice to the other Parties. The Cooperative Board of Directors will work with the withdrawing Member and remaining Parties to determine cost and operational impacts of the withdrawal. Subject to the conditions below, the withdrawing member retains rights to real property, and personal property as defined by the Agreement and as allowable by State and Federal law and/or regulation. Members voluntarily terminating their participation in the Cooperative must comply with the following:

7.1. Transfer or relinquish to the Cooperative any unexpended infrastructure replacement and enhancement funds, and operating and maintenance funds.

7.2. Pay all fees and charges owed to the Cooperative through the effective date of termination.

7.3. Provide the Cooperative with twenty four (24) months' notice before any withdrawal of Equipment, communication services, and Facilities, subject to Subsection 7.6. below.

7.4. Pay for all costs to affect the withdrawal of the Member including costs to reconfigure the Network for the remaining Members.

7.5. Allow continued use of frequencies (subject to Section 4.3 above) and Equipment required for the incremental capacity necessary for use by other Members, including for 'roaming'.

7.6. Allow the Cooperative continued use of Member's Equipment, communication services, and Facilities, or alternatively, pay for securing conforming Equipment, communication

services, and Facilities for continued use of the Cooperative, without service interruption, for the remaining effective period of this Agreement.

7.7. Reimburse Pima County for the depreciated value of any Subscriber Units originally purchased by Pima County and transferred to the Member.

8. Failure to Pay Financial Obligation

8.1. If a Party is relieved from payment of its financial obligation to the Cooperative as a matter of law, then the Cooperative may suspend the Party's right to vote and participate in the affairs of the Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for such costs.

8.2. Except as provided in paragraph 8.1, if a Party fails to pay a financial obligation within forty-five (45) days of the invoice date and then, upon notice by the Administrative Managing Member of the deficiency, fails to cure the non-payment within forty-five (45) days of the date of the deficiency notice, the Cooperative shall suspend the Party's right to vote and participate in the affairs of the Cooperative until such time as the Party has paid the difference between the Party's share of the costs and the amount the Party has paid for the costs.

9. Open Meeting Law

The Cooperative, including the Board of Directors and the Executive Committee shall comply with A.R.S. § 38-431, et seq. (Arizona Open Meeting Law) in conducting meetings to the extent the law is applicable.

10. Records

10.1. The Cooperative shall comply with A.R.S. § 39-121 et seq. (Arizona Public Records Law) in maintaining and providing access to the records of the Cooperative.

10.2. The Cooperative and each Party respectively shall make its financial records regarding the operation, maintenance, sustainment, improvement, and financing of the Network available to any requesting official or agent of the Cooperative or Party. Such request for inspection shall not be made more frequently than once a month.

10.3. To the extent permitted by law, the Parties shall treat Network information as proprietary and confidential. Network information includes, but is not limited to, technical data, engineering details, construction documents, inventory lists, programming configurations, and operational procedures. Any Party who receives a request for information or a public records request concerning the Network shall initially and immediately notify the Executive Director of such request before following any customary internal practices or procedures with regard to such request.

10.4. Cooperative and Members may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information other than Network information defined above to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that:

a) is already in the receiving Party's possession at the time of disclosure; or,

b) is or later becomes part of the public domain through no fault of the receiving Party; or,

c) is received from a third party with no duty of confidentiality to the disclosing party; or,

d) was developed independently by the receiving party prior to disclosure; or,

e) is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.

10.5. Recorded Radio & Telephony Communications - In the event radio or telephony recordings made and retained by the Cooperative are requested for public release pursuant to A.R.S. § 39-101 et seq., the Party receiving the request ("Receiving Party") shall release records ten (10) business days after the date of notice to the Originating Party the request for release, unless the Originating Party has, within the ten day period, released the requested record or taken action to preclude its release by securing a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. The Originating Party shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

The Receiving Party shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records, nor shall the Receiving Party be financially responsible in any manner for any costs associated with securing such an order.

For the purpose of this paragraph, "Originating Party" shall mean the Party that creates the record; "Receiving Party" shall mean any Party that did not create the record, but possesses the record, and has received a request to release the record.

All radio and telephony recordings shall be maintained consistent with Board of Director's policies and consistent with Arizona law.

11. Conflict of Interest

The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event there is a conflict of interest of the type specified in A.R.S. § 38-511 by persons significantly involved in initiating, negotiating, securing, drafting or creating this Agreement.

12. Compliance with Applicable Laws

Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal, state and local governments whether or not specifically referred to in this Agreement.

13. Cooperation

13.1. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. Each of the Parties shall fully cooperate with and assist one another in obtaining all licenses, permits, authorizations, approvals and consents required in or related to the performance of this Agreement. This obligation includes performing an act that is not specifically referred to in this Agreement, so long as the obligation to perform such act is reasonably implied by the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted to require the Cooperative to be responsible for dispatching or otherwise causing its Members to respond to an event within another Member's jurisdiction.

13.2. In the event any legal proceeding is instituted challenging the authority and power of any of the Parties to execute this Agreement or to perform its terms and conditions, the Parties shall, in good faith, jointly and cooperatively defend the validity of this Agreement.

13.3. The Parties may elect and shall have the right to seek specific performance, where feasible and practicable, by any Party of any or all of the obligations (except payment obligations) set forth in this Agreement. The Parties agree that, in accordance with Section 21.3 herein, specific performance may be sought by way of special action filed in superior court seeking an injunction ordering the Party to perform its obligations under this Agreement. The Parties agree not to raise as a defense the position that there is an "adequate remedy at law." The Parties hereby stipulate and consent to the jurisdiction of the superior court in any such special action.

14. Federal Immigration Compliance

A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each Party agrees that:

14.1. To the extent applicable, Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A.

14.2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

14.3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.

15. Scrutinized Business Operations

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

16. Non-Discrimination

The parties agree to comply with Executive Order 75-5 as amended by Executive Order 2009-09 and to comply with all applicable state and federal laws, rules and regulations regarding equal opportunity, nondiscrimination and affirmative action.

17. Amendment

17.1. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the Parties.

17.2. This Agreement, including the Governance Document, may be amended by one of the following two procedures:

17.2.1. Cooperative-Legislative Procedure. A proposed amendment to this Agreement, including the Governance Document, shall be submitted for approval to the Cooperative's Board of Directors. Upon approval of the Board of Directors, each Party shall take appropriate steps in conformity with state and local law to authorize and approve the proposed amendment.

17.2.2. Formal Addendum Procedure. A proposed amendment to this Agreement, including the Governance Document, shall be presented to each Party in the form of an addendum, and, if approved by the Board of Directors, each Party will take appropriate steps in conformity with state and local law to authorize and approve the amendment.

17.3. Each Party shall file a copy of the appropriate resolution, ordinance or other recorded action by which its legislative or governing body approved the amendment with the Executive Director of the Cooperative.

18. Existing and Future Agreements

18.1. The Parties agree that the provisions of this Agreement shall be incorporated in any future subcontracts between the Parties and any other person, political subdivision or public agency that contracts with the Parties to make use of the Radio System.

18.2. The Parties agree that they will not enter into subcontracts for the use of the Radio System without the prior approval of the Board of Directors, which shall have the authority to review the subcontracts for conformity with the rights and obligations set forth in this Agreement.

18.3. In the event of any conflict, inconsistency, or incongruity between the provisions of this Agreement and any of the provisions of any previous agreement between the Parties, the provisions of this Agreement shall in all respects govern and control.

18.4. Nothing in this Agreement shall be construed or interpreted:

18.4.1. To supersede prior existing mutual aid agreements or radio support agreements between or among the Parties.

18.4.2. To prohibit a Party from entering into separate agreements after the Effective Date of this Agreement concerning real estate, buildings and structures, and towers that the Party owns, leases, or licenses and that the Party authorizes and allows the Cooperative to use as part of the Network, provided the separate agreements are consistent with this Agreement and compatible with the Cooperative's use of the property for the Network.

18.4.3. To supersede prior existing agreements concerning Facilities, that the Party owns, leases, or licenses and that the Party authorizes and allows the Cooperative to use as part of the Network, except to the extent described in Section 18.3 above.

18.5. This Agreement is entered into for the sole and exclusive benefit of the Parties, and no other person shall claim any implied right, benefit or interest in this Agreement. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established under this

Agreement.

19. Notices

19.1. Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing unless otherwise specified herein and deposited in the U.S. mail, postage prepaid, registered or certified mail, return receipt requested.

19.2. Notice shall be deemed received five (5) days after the Notice is deposited in the U.S. mail as provided above. Any time period stated in a Notice shall computed from the time the Notice is deemed received.

19.3. Any Party may change its mailing address or the person to receive Notice by notifying the other Parties as provided in this section. Routine notices shall be sent as provided in this Agreement.

20. Default and Cure

20.1. Each Party agrees that it will perform all duties and obligations agreed to be performed by it under the terms and conditions of this Agreement, and that the unexcused failure of the Party to perform its duties and obligations shall constitute a default under this Agreement. In the event of a payment default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have ten (10) days to remedy the default by making due payment. In the event of any performance default by a Party, the Executive Director shall give written notice of the default, specifying the existence and the nature of the default. The defaulting Party shall have thirty (30) days to remedy the default by rendering the necessary performance. In the event that the defaulting Party disputes an asserted default, the Party shall perform the disputed obligation, including making payment, but may do so under protest. The protest shall be in writing, and shall precede the performance of the disputed obligation, and shall specify the reasons upon which the protest is based. The Party disputing the asserted default shall have the right to submit the dispute to the Cooperative's Board of Directors for a recommendation on a non-binding resolution under paragraph 21.

20.2. Notwithstanding the provisions of paragraph 20.1, in the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution process specified in paragraph 21. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five (45) days of the invoice date, the Member waives its right to file a protest.

20.3. If a party fails to cure a default within the time frames specified in 20.1, that party will no longer be in "Good Standing," as defined in the Governance Document, and shall lose voting privileges as specified in paragraph 3.2.1.3 of the Governance Document. If the Party is still in default after six consecutive months, the Board of Directors has the right to define additional cures up to and including expulsion from the Cooperative.

21. Alternative Dispute Resolution

21.1. If any dispute, complaint or controversy, including a protest made pursuant to paragraph 20.1 or 20.2, ("dispute") arises between or among the Parties under this Agreement, the dispute shall be brought to Cooperative's Board of Directors for non-binding dispute resolution in accordance with the internal dispute resolution process established by the Board of Directors. If a Party disagrees with the Board of Director's determination, the Party may pursue the remedies otherwise provided for in this Agreement.

21.2. Notwithstanding the existence of a dispute between or among the Parties, insofar as is possible under the terms of this Agreement, each Party shall continue to perform the obligations that are required of it and that are not related to the dispute. The Parties agree that at any point in the internal dispute resolution process, the Board of Directors may adopt and impose an interim emergency remedy to ensure the continuation of essential communication services until the dispute is resolved.

21.3. This Agreement shall not be construed or interpreted to prohibit a Party from seeking injunctive relief for the preservation of property.

21.4. In the event a dispute cannot be resolved through the procedures set forth above, the Parties shall submit any controversy or claim arising out of or relating to this contract or breach of this contract to mandatory mediation before a single mediator. The Parties shall participate in mediation in good faith to resolve any dispute. Any mediation shall be held in Tucson, Arizona. Should the Parties fail to agree on a mediator within 10 days of a demand for mediation, the then-presiding civil judge of the Superior Court in Pima County, Arizona shall appoint the mediator, or one will otherwise be appointed pursuant to Board of Director's policy. If mediation is unsuccessful in resolving any dispute within ninety (90) days after demand for mediation, either Party may seek judicial remedy after ninety (90) day mandatory mediation period has elapsed, provided that such agreement to mediate shall not be construed as a waiver of the sovereign immunity of any Party.

22. Waiver

The waiver by any Party of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

23. Performance and Uncontrollable Events

23.1. A Party shall not be considered in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

23.2. If any Party claims that its failure to perform was due to an uncontrollable event, the Party shall bear the burden of proof that such activity was within the meaning and intent of this section, if such claim is disputed by any Party to this Agreement.

24. Assignment and Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment shall be allowed without the prior written consent of the Board of Directors.

25. Entire Agreement

This Agreement, including the Governance Document, contains the entire agreement and understanding among the Parties regarding the formation, governance and operation of the Cooperative, and supersedes and replaces all related prior negotiations or agreements regarding its contents and purpose. Each Party acknowledges that no other Party, nor any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained in this Agreement and acknowledges that this Agreement has not been executed in reliance on any promise, representation or warranty not contained in this Agreement. Any amendment or modification of this Agreement shall be in writing. For only those members who are covered or hybrid entities ("Covered Members") under the Health Insurance Portability and Accountability Act ("HIPAA"), and only in the event Protected Health Information ("PHI") will be recorded onto Pima County server(s), a Business Associate Agreement or Agreements ("BAA") shall be executed and attached hereto as Exhibit B to this Agreement. Notwithstanding any provision to the contrary in this Agreement or the Governance Document, the terms and conditions of a BAA are solely between the signing Covered Member and Pima County.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona applicable to contracts executed and intended to be performed entirely within the State of Arizona by residents of the State of Arizona. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision therefore shall be instituted only in the courts of Pima County, Arizona.

27. Severability

If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the Parties to obtain the practical benefits of the Radio System. If any law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. This section shall not limit the discretion of the Parties to suspend a Party's right to vote and participate in the affairs of the Cooperative as provided in section 8, entitled Failure To Pay Financial Obligation.

28. Headings

Section headings are inserted in this Agreement solely for convenience and the section headings shall not by themselves alter, modify, limit, expand or otherwise affect the meaning of any provision of this Agreement.

29. Counterparts

This Agreement, which includes The Governance Document, "Pima County Wireless Integrated Network Cooperative Governance Document," may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

For _____
Entity Name

Date _____

By _____
(Signature)

Printed Name and Title

ATTEST:

(Signature)

Printed Name and Title

APPROVED AS TO FORM and within the powers and authority granted under the laws of Arizona to the

Entity

_____
(Signature)

_____
Printed Name and Title

PCWIN Cooperative
Governance
Document
August 2016

PIMA COUNTY

PCWIN Pima County Wireless Integrated Network

…a better state of communication

Pima County Wireless Integrated Network
3434 East 22nd Street • Tucson, AZ 85713

PIMA COUNTY WIRELESS INTEGRATED NETWORK

COOPERATIVE GOVERNANCE DOCUMENT

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1. DEFINITIONS

In this agreement, unless the context otherwise requires, the following terms mean:

Term	Definition
Administrative Managing Member	**A Member responsible for the administration and financial management of the Cooperative.**
Alternate Representative	**A person designated by a Member to serve as a substitute for a Member's Representative and to exercise the authority specified in this Agreement.**
Annual Membership Fee	**Fee paid by all Members, and other Participants as determined by the Board of Directors, to cover the cost of Cooperative administrative services, Network infrastructure operations and maintenance services, and network infrastructure replacement and enhancement projects.**
Associate Participant	**A non-member agency or organization that is authorized by the Board of Directors to use the Radio System to support an existing Member(s) public safety mission.**
Board of Directors	**The ruling body of the Cooperative that is comprised of one representative from each Member.**
Board of Directors Representative	**The person designated by a Member to act on behalf of the Member on all matters concerning the Cooperative, and to exercise the vote of the Member.**
Conditional Participant	**A non-member agency or organization authorized by the Board of Directors to temporarily use the Radio System for special preplanned events, tactical situations or emergency circumstances.**
Cooperative	**The unincorporated association that was formed by the Parties to use their best efforts, through cooperation and sharing of common resources, for the mutual benefit of all Parties to operate, maintain, sustain, improve, and finance a regional radio communications network.**

Cooperative Administrative Services	**Services provided to the Cooperative by an Administrative Managing Member and the Executive Director in the areas of organizational management, accounting and budget, procurement and contracting, legal and all other duties as assigned by the Board of Directors.**
Emergency Medical Service Participant	**A non-member Emergency Medical Services Provider that is authorized by the Board of Directors to use the Radio System for purposes of providing emergency medical services.**
Emergency Medical Service Provider	**Basic or advanced life support ambulance service providers possessing a Certificate of Necessity as defined by ARS 36-2233, Indian community basic or advanced life support ambulance service provider, or hospitals providing emergency room services.**
Entity	**Any city, town, county, state, federal, Indian community, fire district or other separately constituted public entity that provides Public Safety services. Municipal, county or state agency, department, or division does not constitute a separate entity for Membership purposes.**
Equipment	**Communications hardware and any other personal property assets utilized to support the Radio System under this Agreement, or utilized pursuant to any other Agreement between parties to this Agreement.**
Executive Committee	**The committee responsible for evaluating all Cooperative proposals and recommendations prior to submission to the Board of Directors, and performing other duties delegated by the Board.**
Executive Director	**The chief administrative officer responsible for coordination of Cooperative and Network activities.**
Facilities	**Towers, shelters, communications centers, generators, AC/DC power, and other real property assets utilized to support the Radio System pursuant to those certain leases, licenses, permits, or other authorizations for the use of space entered into by parties to this Agreement.**

Fiscal Year	**The twelve (12) month accounting period for budgeting and expenditure reporting that commences on the first day of July and ends on the thirtieth day of June.**
Good Standing	**Status of a Member who attends at least one Board of Directors meeting per twelve (12) month period, is current in all fees owed to the Cooperative, and whose vote is not suspended.**
Impact Assessment	**The evaluation method used to identify the Network modifications and capital investment needed to add a new Member or Participant, or change how an existing Member or Participant uses the Network.**
Infrastructure Replacement and Enhancement Fund	**The fund of monies set aside from the Annual Membership Fee to fund capital replacements, enhancements, and construction of the Network.**
Interoperability	**Wireless communications interoperability is the ability of emergency response officials to share information via voice and data signals on demand, in real time, when needed, and as authorized.**
Interoperability Participant	**A non-Member Public Safety Services agency authorized by the Board of Directors to intermittently use the Radio System for mutual aid and/or interoperability purposes.**
Maintenance Provider	**A Member or vendor responsible for providing maintenance for some portion of the Network as approved by the Board of Directors.**
Member	**Any entity that executes and becomes a party to the Intergovernmental Agreement to operate, maintain, sustain, improve, and finance the Network.**
Network	**The Radio System, Radio Consoles, Transport Network, Equipment, and Facilities that comprise the Pima County Wireless Integrated Network as defined by the Board of Directors.**

Network Infrastructure Replacement and Enhancement Projects	**Projects approved by the Board of Directors to replace, expand, or enhance the Network funded through the Annual Membership Fee.**
Network Managing Member	**Any Member who is responsible for the day-to-day operation of the Radio System and coordination of Network Maintenance Services.**
Network Maintenance Services	**Services provided to the Cooperative by a Maintenance Provider to ensure physical operation of all or some portion of the Network.**
Network Operations Services	**Services provided to the Cooperative by a Network Managing Member to ensure optimal operation of the Radio System through coordination with the Technical Working Group and Maintenance Providers.**
Numerical Vote	**A vote by Members of the Board of Directors consisting of one vote per Member.**
Operations Working Group	**A group of Member and Participant representatives assembled by the Executive Director to address non-technical operational issues.**
Parties	**All Members collectively.**
Party	**Any Member individually.**
Public Safety Service	**All law enforcement, fire, emergency management, and disaster preparedness services.**
Public Safety Service Participant	**A non-member provider of Public Safety Service that is authorized by the Board of Directors to use the Radio System for purposes of providing public safety service.**
Public Service	**All public works, transportation, and other non-public safety service departments of a Member.**
Radio Consoles	**IP Dispatch Console, console electronics, software, paired control station radios and antennas.**

Radio System	**The Public Safety Communications System which operates on the Network and used by Members.**
Special Assessment	**Fee assessed by the Board of Directors to pay the cost of unplanned projects such as disaster recovery, the use of the Radio System by an Interoperability or Conditional Participant, or Network changes or expansions to support new Membership or those not previously included in the budget. Special Assessments may be charged proportionately or individually and need not be equal among Members, as may be decided by the Board of Directors.**
Subscriber Unit	**A voice or data unit activated for use on the Radio System (e.g., operating portable, mobile, or control station). Subscriber Unit shall include a cache radio and a spare radio that has been assigned a valid system ID and activated for use. Subscriber Units do not include Radio Consoles.**
Subscriber Units	**The total number of Subscriber Units activated for use on the Radio System.**
Talkgroup	**A defined organizational grouping of radio users who need to communicate with one another.**
Technical Working Group	**A group of Member representatives assembled by the Executive Director to address technical issues.**
Transport Network	**The backhaul communications system which supports the voice and data communications requirements of the Radio System. The Transport Network is inclusive of microwave, fiber, and telecommunications circuits shared by Member jurisdictions or other providers.**
Weighted Vote	**A vote by Members of the Board of Directors based on a member's pro rata share of total Subscriber Units as more fully described in Section 3.2.1.3.2.**

2. MANAGING MEMBERS

Pima County ("County") shall serve as the Network Managing Member responsible for the day-to-day operations and maintenance of the Radio System. The County and the City of Tucson ("Tucson") shall serve as Maintenance Providers to maintain Network components as assigned by the Board of Directors. The County shall also serve as the Administrative Managing Member responsible for the day-to-day management of the Cooperative organization and finances. The Cooperative may change and/or designate additional Maintenance Providers as appropriate. The Cooperative may change and/or designate additional Network Managing Members as the Network architecture changes to include specialized components such as county, state or federal sub-systems. Management of Network Infrastructure Replacement and Enhancement Projects and resulting additional infrastructure subsequent to this Agreement shall be determined by the Board of Directors.

2.1. Network Managing Member

A Network Managing Member shall have the following duties:

2.1.1. Coordinate and manage Subscriber Unit identifications and priorities.

2.1.2. Coordinate and manage Talkgroup identifications and priorities.

2.1.3. Collect and report statistical data of Radio System utilization.

2.1.4. Publish Network service level performance reports

2.1.5. Maintain, optimize, and backup Radio System databases.

2.1.6. Coordinate operations and maintenance of the Network components and any necessary inspections.

2.1.7. Identify, track, and coordinate resolution of Network problems.

2.1.8. Establish and maintain a disaster recovery plan.

2.1.9. Track and coordinate frequency management functions for frequencies licensed by the FCC for use in the Radio System.

2.1.10. Implement policies and procedures as approved by the Board of Directors.

2.1.11. Provide and/or coordinate as necessary the support staff that performs Network Operations Services.

2.1.12. Inform the Executive Committee, Technical and Operations Working Groups of Network issues.

2.1.13. Perform all other duties as assigned by the Board of Directors.

2.2. Administrative Managing Member

The Administrative Managing Member shall have the following powers and duties:

2.2.1. Appoint an Executive Director, subject to the approval of the Board of Directors.

2.2.2. Establish and maintain an accounting and budget system.

2.2.3. Collect and disburse monies.

2.2.4. Procure general goods and services, and professional services for the Cooperative.

2.2.5. Contract with other Entities as required to carry out the purposes of the Cooperative.

2.2.6. Serve as the contracting authority for the Cooperative.

2.2.7. Apply for and, if awarded, accept grants and gifts on behalf of the Cooperative.

2.2.8. Maintain inventory of network components and subscriber units on behalf of the Cooperative.

2.2.9. Provide reports as required by the Board of Directors.

2.2.10. Perform all other duties as assigned by the Board of Directors.

2.3. Maintenance Provider

A Maintenance Provider shall have the following duties:

2.3.1. Maintain that portion of the Network assigned by the Cooperative.

2.3.2. Maintain subscriber units as mutually agreed by the approved maintenance provider and the owner of the subscriber unit.

2.3.3. Comply with all policies and procedures established by the Cooperative.

2.3.4. Provide reports as required by the Board of Directors.

2.3.5. Support the Administrative Managing Member and Network Managing Member(s) with information required to develop and manage budgets, inventory and maintenance history.

3. COOPERATIVE STRUCTURE

The Cooperative structure to operate, maintain, sustain, improve and finance the Network is defined as follows:

3.1. Radio Network Membership and Participants

The various categories of Membership shall be as follows:

3.1.1. Members

The Cooperative Membership shall be composed of the initial Members and any other Entity that is admitted in accordance with Section 3.1.7 of this Agreement. A municipal, county or state agency, department, or division shall be represented by its corresponding city, town, county, state, Indian nation or tribe, or separate entity. Each city, town, county, state, Indian nation, fire district, or separate entity shall be considered one member of the Cooperative.

3.1.2. Associate Participants

An agency or organization may become an Associate Participant if the agency or organization: (1) is sponsored by a Member and is authorized by the Board of Directors to use the Radio System to support Public Safety Services; and (2) is compliant with the conditions as set forth by the Board of Directors. Associate Participants have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, or the Technical Working Group. Associate Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees or costs and weighted votes connected with an Associate Participant's use of the Radio System shall be assessed to the Member sponsoring the Associate Participant.

3.1.3. Interoperability Participants

If authorized, and subject to the conditions imposed by the Board of Directors, an Interoperability Participant may use the Radio System to support existing Members with intermittent public safety incidents. Interoperability Participants shall have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, Technical or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and

costs or weighted votes will be assessed to Interoperability Participants. Interoperability Participants shall be responsible for purchasing, programming and maintaining any required subscriber units for this purpose as defined by the Board of Directors.

3.1.4. Conditional Participants

A non-Member agency or organization may use the Radio System on a temporary basis for special events, tactical situations or emergency circumstances in support of an existing Member, if authorized by the Board of Directors. Conditional Participants have no Cooperative voting rights or representation on the Board of Directors, Executive Committee, Technical or Operations Working Group. Unless directed otherwise by the Board of Directors, no fees and costs or weighted votes will be assessed to Conditional Participants. In an emergency the Executive Director may authorize the addition of a Conditional Participant, but continuation of the Conditional Participant must be approved or disapproved by the Board of Directors at their next meeting.

3.1.5. Emergency Medical Services Participants

An Emergency Medical Services Provider may become an Emergency Medical Services Participant if authorized by the Board of Directors to use the Radio System with the conditions as set forth by the Board of Directors. Emergency Medical Services Participants have no Cooperative voting rights or representation on the Board of Directors or the Executive Committee. Emergency Medical Services Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees and costs will be assessed to Emergency Medical Services Participants.

3.1.6. Public Safety Service Participants

A provider of Public Safety Service may become a Public Safety Service Participant if authorized by the Board of Directors to use the Radio System with the conditions as set forth by the Board of Directors. Public Safety Service Participants have no Cooperative voting rights or representation on the Board of Directors or the Executive Committee. Public Safety Service Participants may have one representative on the Operations Working Group. Unless directed otherwise by the Board of Directors, fees and costs will be assessed to Public Safety Service Participants.

3.1.7. Admission

Any entity, agency or organization in the Radio System service and expansion area, as defined by the Board of Directors, may apply for Membership or Participant user status. Membership or Participation will only be considered if all of the following occur:

- Applicant submits a written request to the Board of Directors;
- Board of Directors approves applicant's written request;
- Applicant enters into an agreement with the Cooperative that specifies the fees and costs the applicant shall pay to the Cooperative pursuant to Section 4 of this Agreement;
- Applicant enters into an agreement with the Cooperative that provides for long term use of frequencies, Equipment and Facilities shared or contributed by the applicant to improve the Network, increase capacity, or increase coverage;
- Applicant meets all conditions imposed by the Board of Directors; and
- Member applicant executes and becomes a party to this Agreement.

3.1.7.1. Evaluation Factors

The Board of Directors has the sole and absolute discretion to either summarily deny or consider applicants for Membership or Participant status. If the Board of Directors elects to consider an application, the Cooperative will conduct an Impact Assessment to determine costs, risks and benefits to the Cooperative. The applicant shall pay the cost of the Impact Assessment prior to commencement of the analysis.

After completion of the Impact Assessment, the Executive Director, being advised by the Operations Working Group and Technical Working Group, will develop a written recommendation, complete with financial, technical and Network operational impact statements, for Executive Committee review and Board of Directors approval.

The Cooperative shall evaluate all requests giving the highest priority to maintaining service for public safety services. The Cooperative shall not admit non-public-safety service users if such admittance would compromise the performance of the radio system in addressing public safety services. The Cooperative will evaluate requests for new membership using the following factors:

- Impact on Radio Frequency coverage;
- Impact on the Radio System Grade of Service (GOS);
- Interoperability requirements (e.g., extent of wide area roaming for both the existing and new members);
- Need for additional infrastructure;
- Regulatory constraints;
- Applicant's infrastructure;
- Applicant's user needs assessment;
- Transport Network availability;

- Cost impacts;
- Impact on current operations;
- Roaming impact on existing Members;
- Benefits to the Cooperative to admit the applicant; and
- Additional factors as determined by the Cooperative.

3.2. Cooperative Organization

The Cooperative organization shall have a Board of Directors, Executive Committee, and an Executive Director.

3.2.1. Board of Directors

The Board of Directors shall set Cooperative policy, establish funding, approve membership, and exercise any other authorized powers and duties. The Board of Directors shall act only by formal recorded action.

3.2.1.1. Members

The Board of Directors shall consist of the Representatives of the Members of the Cooperative.

3.2.1.1.1. Representatives

Each Member is entitled to appoint one person to serve as that Member's Board of Directors Representative and one person to serve as an Alternate Representative. If the Board of Directors Representative is not present at a meeting, then the Alternate Representative of the Member shall act temporarily in place of the Board of Directors Representative and may exercise all powers of the Board of Directors Representative.

The Member shall notify the Executive Director in writing of the person who will serve as that Member's Board of Directors Representative and Alternate Representative. The appointment is effective when the Executive Director receives the written notice.

The Board of Directors Representative or Alternate Representative shall be vested with the authority to lawfully act on the Member's behalf with respect to the Cooperative. Each Member shall be bound by the acts of its Board of Directors Representative and/or Alternate Representative, and the Cooperative may rely on the act of a Board of Directors Representative and/or Alternate Representative the same as if such act were done by the Member.

3.2.1.1.2. Removal or Replacement of Representative

A Member may remove or replace its Board of Directors Representative and Alternate Representative at any time by giving written notice to the Executive Director. The removal or replacement of a Board of Directors Representative or Alternate Representative is effective when the Executive Director receives the notice.

3.2.1.2. Meetings

The Board of Directors shall hold regular meetings monthly, except to the extent that, and for such periods of time as, the Board of Directors shall determine that regular meetings should be held more or less frequently.

3.2.1.2.1. Chair and Vice-Chair

The Board of Directors shall elect one of its Members as the Chair. The Chair shall be the presiding officer of the Board of Directors and shall have a voice and vote in all Board of Directors proceedings. The Chair shall serve a two-year term. No Member shall serve two consecutive terms as Chair. The Board of Directors shall elect one of its Members as Vice-Chair, who shall execute the duties of the Chair during the absence or disability of the Chair. During the absence or disability of the Chair and Vice-Chair, the Board of Directors shall elect a presiding officer for the meeting.

3.2.1.2.2. Special Meetings

Two or more Members with approval of the Chair may call a special meeting of the Board of Directors upon a minimum of three (3) working days' notice to the other Members. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days' notice, provided that a Quorum is present and appropriate notice is given.

3.2.1.2.3. Notice and Agenda

The Executive Director shall prepare the notice, agenda, and minutes of Board of Directors meetings. A Member may add an item to be considered by the Board of Directors to the agenda by timely notifying the Chair and the Executive Director. The Executive Director shall provide the notice and agenda of a Board of Directors meeting to each Member with at least as much notice as is given to the public.

3.2.1.2.4. Quorum

A quorum is required to conduct business. To constitute a quorum, a majority of all Members must be present.

3.2.1.2.5. Attendance

Upon approval by the Chair, a Member may attend and participate in a meeting by teleconference or videoconference, and such attendance and participation shall have the same effect as if the Member were present in person.

3.2.1.2.6. Rules

The Board of Directors shall establish rules for its proceedings. An item not specifically covered by the rules established by the Board of Directors or by law shall be decided by the presiding officer using the latest standard edition of Robert's Rules of Order.

3.2.1.3. Voting Methodology

It is contemplated that all Members will strive to promote cooperation and the welfare of the Cooperative. Each Member attending a meeting of the Board of Directors is required to vote on all legal matters to be decided by the Board of Directors at that meeting. A voluntary abstention, or a vote excused by applicable federal or state conflict of interest laws shall not be counted as a vote. Only Members in Good Standing are allowed to vote. Proxy votes are not permitted.

The voting rights of a Member shall be suspended for non-payment of the Member's financial obligations to the Cooperative, in accordance with the IGA, Section 8, Failure to Pay Financial Obligation. If a Member's voting rights are suspended, this shall not affect the number of Weighted Votes of the other Members or the number of Weighted Votes required to decide a matter. The Weighted Votes of the Member whose voting rights have been suspended shall not be counted.

3.2.1.3.1. Numerical Voting

All matters shall be decided by a Numerical Vote, provided that any Member may call for a Weighted Vote at any time before or after the Numerical Vote if the call for the Weighted Vote is made before adjournment of the meeting at which the Numerical Vote is taken. A Numerical Vote shall pass by the affirmative vote of a majority of the Members of the Board of Directors present and voting. In case of a tie in votes on any motion, the motion shall be considered lost. If a Weighted Vote is taken, the Numerical Vote shall have no effect unless it is in accord with the Weighted Vote.

3.2.1.3.2. Weighted Voting

Each Member of the Board of Directors shall have the number of Weighted Votes that are calculated in accordance with the following formula: Weighted Votes = 100 x (Total of Member's Subscriber Units/Total Subscriber Units activated for use on the Radio System). The number of Weighted Votes of each Member shall be recalculated at the beginning of each quarter or whenever a new Member joins the Cooperative.

A Weighted Vote shall pass by both the majority of the numerical vote and the affirmative vote of Members representing eighty percent (80%) of the Weighted Votes of the Members voting. If the Weighted Vote does not pass, the original Numerical Vote has no effect. A Weighted Vote shall be taken on a roll call basis.

In the event a Weighted Vote does not pass and the Board of Directors is unable to decide the matter despite further discussion and another vote or votes, any Member may call for mediation to attempt to resolve the matter, and the Board of Directors shall upon that request, submit any matter that cannot pass a Weighted Vote under Section 3.2.1.3.2 to mandatory mediation before a single mediator, as defined in Section 21.4 of the IGA.

3.2.2. Executive Committee

The Executive Committee shall review and approve all proposals and recommendations, budget and financial reports, Network performance reports, and Board of Directors meeting agendas prior to submittal to the Board of Directors. The Executive Committee shall have the authority to return proposals and recommendations back to the originator for review and revision. The Executive Committee shall identify for the Board of Directors performance issues and recommendations for Network enhancements and construction.

At least one Representative from the Executive Committee shall attend each Board of Directors meeting.

3.2.2.1. Representation

The Executive Committee shall consist of seven Executive Committee Representatives appointed by the Board of Directors from persons nominated by Member entities. The Committee shall consist of: one (1) Pima County executive manager, one (1) City of Tucson executive manager, one (1) Law Enforcement executive manager; one (1) Fire Services executive manager; one (1) at large user or tribal executive manager; one (1) member Chief Information Officer (or equivalent); and one (1) executive manager from a Maintenance Provider or Network Managing Member. The initial appointment of the executive manager from a Maintenance Provider will be a City of Tucson representative. The composition of the Executive Committee shall not result in

a single Member having majority representation on the Committee. Every two years the Board of Directors shall review the Executive Committee representation.

3.2.2.1.1. Chair

The Executive Committee shall elect one of its Representatives as Chair. The Chair shall be the presiding officer of the Executive Committee and shall serve a two-year term. The Chair shall not serve two consecutive terms.

The Executive Committee shall elect one of its Representatives as Vice-Chair. The Vice-Chair shall execute the duties of the Chair during the absence or disability of the Chair.

During the absence or disability of the Chair and Vice Chair, the Executive Committee shall elect a presiding officer for the meeting.

3.2.2.2. Meetings

The Executive Committee will conduct regularly scheduled meetings. These meetings shall be held at least once monthly prior to the Board of Directors' meeting. Two (2) or more Representatives, with the approval of the Chair, may call a special meeting of the Executive Committee upon a minimum of three (3) working days' notice to the other Representatives. In the event of an emergency, a meeting may be scheduled and noticed with less than three (3) working days' notice, provided that a Quorum is present and appropriate notice is given.

3.2.2.2.1. Quorum

To constitute a quorum there shall be at least four (4) Executive Committee Representatives present.

3.2.2.2.2. Attendance

Subject to approval by the Executive Committee Chair, a Representative may attend and participate in a meeting by teleconference or videoconference, and such attendance and participation shall have the same effect as if the Representative were present in person.

3.2.2.3. Voting Methodology

A quorum shall be present to conduct business. A majority vote of the members present is required to approve any action taken by the Executive Committee.

3.2.3. Executive Director

The Board of Directors shall approve the process for selection and appointment of an Executive Director to perform Cooperative administrative duties. The selection and appointment process will comply with the internal Personnel Policies of the Administrative Managing Member. The Board of Directors will make final recommendations for appointment of the Executive Director to the Administrative Managing Member. The Executive Director will be an unclassified, at-will employee of the Administrative Managing Member. The Board of Directors will conduct annual performance reviews of the Executive Director and make retention recommendations to the Administrative Managing Member. The Executive Director will report to the Executive Committee and serve as an ex officio, non-voting member of the Cooperative Board of Directors, and Executive Committee. The Executive Director shall:

- Maintain contact information for all Board of Directors, Executive Committee, and working group representatives;
- Attend all meetings and coordinate efforts of the Board of Directors, Executive Committee, and Operations Working Group;
- Prepare and maintain meeting notices, agendas and minutes for the Board of Directors and Executive Committee and Operations Working Group;
- Manage the overall administrative functions of the Cooperative;
- Assemble working groups, in addition to the Technical and Operations Working Groups, as necessary to address issues;
- Prepare and submit to the Executive Committee and the Board of Directors revenue and expenditure budgets and financial reports that follow standard accounting practices;
- Update fee schedules and provide billing and cost recovery services using standard accounting practices;
- Maintain an inventory of all Network infrastructure and real property used on behalf of the Cooperative;
- Provide monthly Network performance reports;
- Maintain contact information for all Members and member agencies;
- Serve as the custodian of records for the day-to-day operation of the Cooperative and maintain this Agreement and all other records of the Cooperative in accordance with the records retention and disposition schedule of the Administrative Managing Member;
- Annually update the PCWIN Business Plan, including a five-year financial forecast for approval by the Executive Committee and the Board of Directors;

- Maintain operating procedures and policies; and
- Perform other duties as directed by the Board of Directors and the Executive Committee.

3.2.4. Operations Working Group

The Operations Working Group ("OWG") shall be responsible for addressing non-technical Radio System operational issues and maintaining Board of Directors approved comprehensive policies and procedures for the non-technical operation of the Radio System. The Operations Working Group shall review the Cooperative policies and procedures on an as needed basis, but not less than bi-annually, and shall submit necessary revisions to the Executive Director for Board of Directors approval.

3.2.4.1. OWG Representation

Each Member may have up to four (4) OWG representatives ("Agency Representatives"), with one (1) Agency OWG Representative each from a Law Enforcement Agency, Fire Services Agency, Municipal Agency and Dispatch Center. However, each Member may only have an OWG Representative from each agency for which the Member has actual users on the Radio System. Each Associate, Emergency Medical Services, and Public Safety Service Participant may have one (1) OWG representative. OWG Representatives will act as liaisons to their respective agencies and are responsible for promptly notifying the OWG of issues potentially affecting Radio System operations.

3.2.5. Technical Working Group

The Technical Working Group ("TWG") shall be responsible for addressing all technical, architectural and engineering issues and maintaining Board of Directors approved comprehensive policies and procedures for the technical operation and maintenance of the Network. The TWG shall review the Board of Directors approved policies and procedures on an as needed basis, but not less than bi-annually, and shall submit proposed revisions to the Executive Director for Board of Directors approval.

3.2.5.1. TWG Representation

Each Maintenance Provider may have up to three (3) representatives from their respective technical support teams. The TWG is led by one (1) representative from the Network Managing Member.

The TWG will assign one (1) representative from a Network Managing Member and one (1) representative from a Maintenance Provider represented within the TWG to provide technical expertise to assist the OWG in making decisions regarding potential actions effecting the Network.

4. FINANCIAL MANAGEMENT

The Administrative Managing Member shall be responsible for all financial management responsibilities including, but not limited to, fund management, budget development, calculating rates and fees, Member billing, procurement, financial reporting, and financial audits.

The Administrative Managing Member will establish one or more special revenue funds, including but not limited to, operating accounts, capital projects accounts and/or debt service accounts for the financial transactions of the Cooperative which are separate and distinct from any other funds of the Administrative Managing Member. It is the intent that the Cooperative holds the funds on a combined basis and each individual Member does not have a separate account. However, if Special Assessments or other fees are assessed on a basis that is not equal among all members separate ownership funds and accounts shall be established. The funds deposited into any Cooperative related funds or accounts are restricted funds and may be used only for the purposes set forth in this Agreement or in the IGA. Interest or interest expense will be applied monthly to each account or sub-account established under this Agreement. The interest or interest expense will be based on the average daily balance during the month. The interest rate applied will be the rate earned in the Administrative Managing Member's pooled cash account. Interest earned will be deposited into the account or sub-account on which it was earned for uses authorized by this Agreement.

The Executive Director shall provide the Board of Directors copies of the Administrative Managing Members policies and procedures related to the review and approval of expenditures charged to the Cooperative.

4.1. Budget and Financial Reporting

The Executive Director, in cooperation with the Operations Working Group and Technical Working Group, shall prepare a Preliminary Budget for the subsequent fiscal year, a Five-Year Financial Forecast, Fund Balance Reports and the presentation of material financial issues and assumptions to present to the Executive Committee, by November of each year.

After approval by the Executive Committee, the Board of Directors shall adopt each subsequent fiscal year's final operational and capital budget by December 31st of the prior fiscal year. The budget approved by the Board of Directors shall be the basis for developing the Annual Membership Fees. A copy of the adopted budget shall be provided to all Members and paying Participants by January 31st of the prior fiscal year.

After the end of each fiscal year, the Executive Director shall submit to the Executive Committee and Board of Directors a summary of financial activity, including a comparison of budgeted and actual revenues and expenditures.

4.1.1. Preliminary Budget

The Preliminary Budget shall include all funding sources and all expenditures including but not limited to operational and maintenance costs, direct and indirect costs, planned capital costs for the subsequent fiscal year and transfers.

4.1.2. Five-Year Financial Forecast

The Five-Year Financial Forecast shall include all revenues and expenditures of the Cooperative including projected revenues, operational and maintenance expenses, and capital costs. The presentation of the forecast shall include the current year estimates, five projected years including the Preliminary Budget year plus four additional years. The Five-Year Financial forecast will include fund balance for all years presented and portions of fund balance with restricted uses will be identified. All significant issues and financial assumptions influencing the preparation of these reports shall be detailed and included as a part of the presentation. The Five-Year Financial Forecast will be used to prepare future years' annual budgets.

4.1.3 Fund Balance Report

A Fund Balance Report shall be prepared for the Cooperative Operating Fund, the Infrastructure Replacement and Expansion Fund, and any other funds established related to the activities of the Cooperative. A Fund Balance Report shall provide a projection of annual fund balances through the period covered by the Five-Year Financial Forecast. The report shall identify any balances that are restricted and include recommendations regarding the adequacy of the fund balance reserve.

4.1.4 Financial Reporting

On a quarterly basis, the Administrative Managing Member shall provide a report to each Member which includes quarterly and fiscal year to date actual revenue and expenditures compared to the budgeted revenues and expenditures and a report that provides a listing of outstanding accounts receivables (billings) from all Members.

On an annual basis the Administrative Managing Member will provide a balance sheet, statement of revenues, expenditures and changes in fund balance for each accounting fund related to the Cooperative.

4.2. Funding

The Members, Emergency Medical Services Participants, and Public Safety Services Participants shall fund the Cooperative through Annual Membership Fees, Special Assessments, interest earnings, grants, and any other available funding source as determined by the Board of Directors.

4.2.1. Annual Membership Fee

Each Member agrees to pay an Annual Membership Fee which in aggregate of all Members and combined with other available revenues will the budget as adopted including the cost of Cooperative Administrative Services and Network Operations and Maintenance Services. In addition, the Fee will be assessed to maintain a Minimum Fund Balance. The Annual Membership Fee may include an assessment for Infrastructure Repair and Replacement if determined by the Board of Directors during the budget and rate setting process. Funds in excess of the Minimum Fund Balance requirement at the end of the fiscal year will be used to reduce the following year's Annual Membership Fee requirement unless the Board takes action to allocate excess funds to Infrastructure Repair or Replacement projects. Emergency Medical Services Participants and Public Safety Services participants are assessed the Annual Membership Fee.

Specific direct and indirect costs that will be included in the operating rate will be developed and presented to the Board of Directors for approval for determination of the Annual Membership Fees.

Repair and maintenance of Subscriber units is not included in the Annual Membership Fee. After the asset transfer of Subscriber Units purchased as part of the PCWIN project funding, the cost of replacement purchasing, maintaining and programming Subscriber Units shall be borne solely by the Member owning the Subscriber Units.

4.2.1.1. Rate Approval

The Annual Membership Fee rate shall be adopted by the Board of Directors not later than one hundred twenty (120) days prior to the beginning of the fiscal year in which the proposed rates are to be in effect.

4.2.1.2. Billing and Payment Basis

The Annual Membership Fee shall be assessed, billed and paid on a quarterly basis in advance. A Quarter is defined as the three month period beginning the first day of July, October, January and April. The Administrative Managing Member shall submit invoices forty-five (45) days prior to the first day of the Quarter to each member for the quarterly subscriber fees due. Payments are due on the first day of the Quarter or 45 days from the invoice date if the invoice date is less than 45 days from the beginning of the Quarter. Any other fees billed will be due 45 days from the invoice date. The Administrative Managing Member will transfer funds to pay for its quarterly share of the Annual Membership Fee at the first day of each Quarter, all other fees, including late payment fees and special assessments shall be transferred by the Administrative Managing member consistent with the payment schedule of other members.

Annual Membership Fee rate is established for the fiscal year and will only change as described in 4.2.1.3. Each Member shall pay the Annual Membership Fee rate for each Subscriber Unit in use on the Network at the time the fee is assessed. Changes to the number of Subscriber units using the Network will be not be adjusted for billing purposes mid-quarter.

A late payment charge will be assessed at the rate of one percent (1%) per month for all payments received late. If the Administrative Managing Member does not transfer its share of the cost to the Cooperative Operating Fund as provided herein, the Administrative Managing Member shall pay interest at the rate of one percent (1%) per month. Interest collected will be deposited into the Cooperative Operating Fund and be used to offset operating and maintenance costs.

In the event a Member disputes an amount billed, it shall do so in writing to the Executive Director within forty-five (45) days after the invoice date. The Member shall pay the disputed amount, but may do so under protest. The protest shall be in writing, and shall accompany the disputed payment if not previously paid, and shall specify the reason upon which the protest is based. After the protest has been filed and the disputed amount has been paid, the dispute shall be handled in accordance with the dispute resolution terms and conditions outlined in the IGA, Section 20, Default and Cure, and Section 21, Alternative Dispute Resolution. Payments not made under protest shall be deemed to be correct. If a protest is not filed within forty-five days of the invoice date, the Member waives its right to file a protest.

If a Member withdraws from the Cooperative, that Member shall be responsible for all unpaid fees applicable for time of the Member's Membership.

4.2.1.3. Interim Adjustments

If at any time during the current fiscal year, the Executive Director reasonably believes the budget used to determine the Annual Membership Fees is grossly inaccurate and the fund will be materially underfunded and the fund does not have adequate fund balance and/or liquidity to address any underfunding until the Annual Membership Fee rate can be adopted by the Board of Directors for the following fiscal year the Executive Director may present to the Executive Committee and Board of Directors a new budget. The Annual Membership Fee can be reduced during the fiscal year in material over-funding situations. Upon approval by the Board of Directors, the new budget shall be used to recalculate the Annual Membership Fee rate and new rates will be used to calculate the remaining Member fees due in that fiscal year.

If infrastructure replacement and enhancement projects are delayed, the Administrative Managing Member may propose interim changes to reduce the quarterly Annual Membership Fee rate. If infrastructure replacement and enhancement projects are advanced and the fund does not have adequate liquidity to prudently fund the advanced expenditure until the following fiscal year when rates can be revised to adjust for the advanced expenditure, a Special Assessment may be proposed by the Administrative Managing Member. Actions to change the Annual Membership Fee rate or implement a Special Assessment require approval by the Board of Directors.

4.2.1.4. Cooperative Operating Fund

The portion of the Annual Membership Fee assessed and collected to cover the cost of Cooperative administration services, Network operations and maintenance, and to maintain the minimum Cooperative Operating Fund balance, shall be deposited in the Cooperative Operating Fund.

4.2.1.4.1. Minimum Fund Balance Cooperative Operating Fund

Members agree to establish and maintain a minimum operating fund balance reserve equal to twelve and one half percent (12.5%) of yearly budgeted estimated total operation and maintenance costs excluding Infrastructure Repair and Replacement Charges and Special Assessments. It is anticipated that the Minimum Balance will be funded during the first year of operations through excess funds collected during the Initial Year Assessment. Any additional funds needed after the initial fiscal year to meet the Minimum Fund Balance will be assessed over the subsequent two fiscal years through the Annual Membership Fee rate. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5. Infrastructure Replacement and Enhancement Fund

The portion of the Annual Membership Fee assessed and collected to cover Board approved infrastructure replacements and enhancements and to maintain the minimum Infrastructure Replacement and Enhancement Fund balance shall be deposited into the Infrastructure Replacement and Enhancement Fund.

The Members agree to establish the Infrastructure Replacement and Enhancement Fund reserve to replace specific infrastructure identified in the Business Plan. Each year, the Board of Directors shall establish an assessment to be included in the Annual Membership Fee rate that is intended to provide adequate funding over time to replace infrastructure in a time manner and minimize the volatility in the Annual Membership Fee rate. An additional assessment may be included for system enhancements as determined by the Board of Directors. No Minimum Balance is established for the Infrastructure Replacement and Enhancement Fund, the Minimum Balance will be maintained as necessary to replace infrastructure and fund system enhancements as determined by the infrastructure replacement plan and the Board of Directors. Each Member's obligation shall be proportionate to its Subscriber Units in use on the Radio System at the time the fee is assessed. The Board of Directors shall approve any increase or decrease to the fund balance reserve.

4.2.1.5.1. Approved Uses

The Infrastructure Replacement and Enhancement Fund shall be used only for infrastructure replacements as defined in the Business Plan and enhancements approved by the Board of Directors except in the event of a major failure, disaster or force majeure event that necessitates immediate action to restore the Radio System to operating condition. In such cases, the Executive Director is authorized to withdraw funds. Funds withdrawn under these circumstances shall be reported to the Members at the next Board of Directors meeting for after the fact approval and special assessment, if necessary.

Members agree that expenditures against the Infrastructure Replacement and Enhancement Fund shall not be authorized if they will cause the fund to be in a deficit position at any point in time. If the Infrastructure Replacement and Enhancement Fund is negative at the end of any month, the Administrative Managing Member will bill each Member for an amount sufficient to cover the shortage. These bills will be sent to each Member and payments for these billings must be received by the Administrative Managing Member within forty-five (45) days.

4.2.2. Special Assessments

The Board of Directors may assess other fees on an as-needed basis to pay the costs of unplanned projects such as disaster recovery, the use of the Radio System by an Interoperability or Conditional Participant, or to pay the costs of special projects or system changes and/or expansions not previously included in the budget. Such changes may not benefit all Members in a reasonably proportionate manner. Fees may be assessed proportionately or individually, as approved by the Board of Directors, and need not be equal among Members. Any fees not assessed on an equal basis to all Members will be segregated in separate accounts for the individual member, each account will earn interest and will be the property of the individual Member not the Cooperative for use by the Cooperative for purposes for which the Special Assessment was assessed. Fees collected as a special assessment shall be deposited into a special revenue fund.

4.2.2.1. Cooperative Special Assessment Fund

The Cooperative Special Assessment Fund shall only be used to pay the costs of the projects for which a Special Assessment has been imposed. Subsidiary records for each project will be maintained.

4.2.2.1.1. Activity Statements

If separate Member accounts are established, on a quarterly basis, each Member will receive an Activity Statement for its Special Assessment Fund Project(s) Subsidiary Account(s). The statements will indicate dates and amounts of all payments made into the accounts, including interest payments, as well as expenditures charged to the accounts.

4.2.2.1.2. Settlements

After the project funded with the Cooperative Special Assessment Fund is completed and all related debts have been paid, the Administrative Managing Member shall prepare a reconciliation of the project's subsidiary account by comparing fees assessed and paid to actual expenditures paid. If the reconciliation shows actual expenditures exceeded fees assessed and paid, the Administrative Managing Member will bill the applicable Member(s) for an amount sufficient to cover the shortage. If the reconciliation shows expenditures are less than the fees assessed and paid, the unused fees shall be either refunded or applied as a credit to the applicable Member(s) account(s). When more than one Member is funding a project, billings and refunds will be sent to each Member in accordance with the Board of Directors approved funding plan for the project.

4.2.2.2. Applicant Impact Assessment

Each entity, agency or organization considered for membership or participation shall pay a Special Assessment to cover the cost of developing an Impact Assessment that will address the effect of the request on the existing infrastructure and Members. The Special Assessment shall be paid prior to commencement of the Impact Assessment study.

4.2.2.3. New Member

Each new Member, Emergency Medical Services Participant, and Public Safety Services Participant to the Cooperative shall pay a Special Assessment equal to the full cost associated with providing services to the new Member. The amount to be paid will include the cost to provide service to the new Member's Subscriber Units, any investment in Network infrastructure necessary to increase Radio System capacity or radio services coverage, proportionate share of any required reserve balances, and other costs deemed necessary to ensure existing Members receive the same services and benefits they received before the new Member joined the Cooperative. The Special Assessment shall be pa in accordance with the terms and conditions established by the Board of Directors as part of the membership agreement.

4.2.2.4. Existing Member Capacity and Coverage Upgrade

A request from an existing Member, Emergency Medical Services Participant, and Public Safety Services Participant expected to impact the Radio System coverage, capacity and/or performance of other Members will require the requestor to pay a Special Assessment to cover the cost of an Impact Assessment to determine the impact of the request on the existing infrastructure and Members. Requests requiring a Special Assessment shall include, but are not limited to, requests to increase the number of Subscriber Units, Talkgroups, roaming profiles, or coverage individually or cumulatively, by more than ten percent (10%). The Impact Assessment study shall determine the cost and benefits of the request and assess the impact on the existing infrastructure including, but not limited to, controllers, base stations, facility capacity, traffic capacity, roaming capacity, microwave/fiber capacity, and overall coverage. The Operations Working Group shall consider such requests upon payment of the Special Assessment and forward their recommendation to the Executive Committee for review and Board of Directors for approval.

4.2.3. Grants

Acceptance and use of grant funds is at the discretion and approval of the Board of Directors, and the approval of the governing body of the Member which will contract with the granting authority. Grant funds acquired on behalf of the Cooperative will be used to reduce costs for the project for which the grant was applied. The application for, or the award of a grant, shall not

relieve a Member of its obligation to pay, within forty-five (45) days of the invoice date, costs billed in accordance with this Agreement. Grant funds used for a project related to a Special Assessment will be credited to each Member in proportion to the amount of funding each Member contributed towards the grant project, as grant funds are received.

4.3. Books and Records; Annual Financial Audit

The Administrative Managing Member shall keep and maintain proper and complete books, records and accounts of the financial activities of the Cooperative. The books, records and accounts of the Administrative Managing Member shall be available for inspection and audit by duly authorized representatives of any Member at all reasonable times.

An annual independent audit or review of Cooperative financial schedules and records will be conducted annually. All funds and accounts related to the Cooperative or Individual Members, will be included in the audit or review. The independent accounting firm will provided assurance that the balance sheet, statement of revenues, expenditures and changes in fund balance are fairly presented given an appropriate materiality level as determined by the independent audit firm. An analysis and report which provides assurance that the direct and indirect costs included in the Annual Membership Fee rate and the direct and indirect costs charged to any Cooperative accounts are proper, reasonable and fairly calculated. The report by the independent accountants will be made available to all Members.

4.4. Member Assets

Each Member shall retain any and all right, title and interest in real estate, real property and fixtures thereto, including without limitation real estate, buildings, structures, towers, and generators that the Member owns, leases or licenses and that the Member authorizes or allows the Cooperative to utilize as part of the Network.

Each Member is responsible for and shall bear the cost of maintaining its real estate and real property, including fixtures thereto, which are utilized by the Network, to the extent necessary to maintain the operational integrity and capacity necessary to operate the Network. Each Member agrees that it will make all arrangements necessary to allow the Managing Members reasonable access to that Member's Facilities and Equipment that are utilized by the Network for the purposes of inspecting, operating, and maintaining the Network. Prior to exercising the right of inspection provided by this paragraph, the Managing Member shall give the Member whose property is to be inspected reasonable notice under the circumstances then existing.

It is the responsibility of each Member to ensure the viability of the Network by keeping the Network functioning as a whole. Each Member agrees that as part of its obligations and commitments in support of the Cooperative that it will not dispose of or remove from the

Network property or assets that it has allowed the Cooperative to use in the Network, if such removal would compromise the system as a whole unless it provides alternative equipment, services or facilities to ensure there is no adverse impact on the Network. A Member seeking to remove property or assets shall provide twenty four (24) months' notice to the Cooperative, and shall bear the expense of maintaining network integrity.

5. INSURANCE

5.1. Real Property

Each member is responsible to insure real property, including fixtures thereto, titled in its own name.

Each member who has leased real property, including fixtures thereto, to be used in the cooperative is responsible to insure that property according to the terms of the lease.

5.2. Member-owned Property

Members are responsible for providing insurance, as directed by the Board of Directors, for all individually owned property brought into the network as described in Section 5.4 of this document.

Members are responsible to insure all personal property brought into the network as described in Section 5.4 of this document.

5.3. Liability Insurance

Each member shall provide individual liability insurance coverage as required by Section 5.4 of the IGA.

5.4. Insurance Programs

The Cooperative, Board of Directors, individual members and Administrative Managing Member may use any combination of insurance, excess insurance or self-insurance to satisfy the terms of this Section 5, provided that the minimum requirements set forth in Section 5.4 of the IGA are met.

6. SERVICES

The Cooperative will develop policies, procedures and guidelines that govern how Members, Participants, Associates, and Conditional and Interoperability Participants obtain services, whether routine or emergency, establish Talkgroups, set priorities, determine roaming/site

access, use encryption, and operate on the Radio System. When using the Radio System each Member shall abide by all policies, procedures and guidelines established by the Cooperative and the terms and conditions of all applicable Agreements.

6.1. Programming and Reprogramming

The Board of Directors authorized Network Managing Members and Maintenance Providers, shall program or reprogram all Subscriber Units with a valid Radio System key and encryption keys. All Subscribers Units shall only be programmed or reprogrammed with valid programming templates that have been approved by the Cooperative. The cost of programming or re-programming Subscriber Units is the sole responsibility of each Member and is not included in the Annual Membership Fee.

6.2. Encryption

Maintenance Providers shall provide key management services including generation, distribution, storage, destruction and maintenance of key materials. Individual Members may be required to update key materials in Subscriber Units as directed by the Cooperative. The Cooperative may designate other agencies, such as Federal agencies, to provide key management services in special circumstances.

6.3. Radio System Management

The Board of Directors authorized Network Managing Member shall program, maintain, and manage the Radio System databases in a manner that minimizes the degradation of operational performance and the loss or corruption of data. Cooperative established policies and procedures applicable to Radio System management shall be followed by all in performing these duties.

6.4. Transport Network Management

Individual Maintenance Providers shall program, maintain, and manage the segments of the Transport Network that they provide.

The Network Managing Member will coordinate Transport Network service level commitments, software upgrades, repair and troubleshooting, and problem resolution with the Maintenance Providers.

6.5. Interoperability

The Cooperative shall establish procedures and practices to support interoperability among all Radio System users. The Cooperative shall follow the National Incident Management System (NIMS) protocols for interoperable communications.

6.6. Training

Each Radio System user shall ensure that its users are properly trained prior to any use of the Radio System.

7. PERFORMANCE AND OPERATION

The Radio System is designed and implemented in accordance with design and evaluation standards for public safety systems. During the technical analysis phase for adding new Members to the Radio System, the Cooperative shall follow the Cooperative design criteria and evaluation standards to protect both current and future Members. The Cooperative shall be responsible to maintain coverage, capacity and performance in accordance with public safety needs, requirements and standards. The Cooperative intends to maintain the existing Radio System coverage and capacity requirements; however, there are no guarantees of Radio System reliability and availability for new Members when operating within the existing service territory. The Cooperative anticipates, in certain situations restrictions may have to be employed to assist with capacity control during the new Member evaluation process. The nature of the restrictions will be explored and discussed with each applicant on a case-by-case basis.

8. MAINTENANCE

8.1. Maintenance Plans Intra/Inter Agency

The Maintenance Providers and Network Managing Members shall provide Network maintenance in accordance with the policies, procedures, standards and responsibilities established by the Cooperative. The Maintenance Providers and Network Managing Members shall provide reasonable notice to Members of any scheduled or unscheduled service affecting a Member's use of the Radio System.

8.2. Ownership and Responsibility for Repair of Subscriber Units

Upon delivery of Subscriber Units by Pima County to Members, all right, title and ownership shall automatically vest in the recipient Members, provided that all requirements of this Exhibit A and the IGA pertaining to maintenance and repair are met.

Each Member or Participant is solely responsible for the maintenance and repair of its Subscriber Units. Only Maintenance Providers, approved by the Cooperative shall be used for the maintenance and repair of Subscriber Units. Authorized Maintenance Providers shall adhere to Cooperative policies and procedures when maintaining and repairing Subscriber Units. All Radio System keys, encryption keys, and configuration programming must be performed by an authorized Maintenance Provider.

8.3. Subscriber Maintenance and Repair Rates

Each Maintenance Provider will annually establish published rates/prices for performing Subscriber maintenance and repair services.

PCWIN Cooperative
Business Plan
August 2016

PIMA COUNTY

PCWIN Pima County Wireless Integrated Network

…a better state of communication

Board Approved

Pima County Wireless Integrated Network
3434 East 22nd Street • Tucson, AZ 85713

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Summary of Revisions

The August 2016 Business Plan updates the description of the network and organizational structure of PCWIN and establishes new goals and projects for the 2016-2017 fiscal year. Below is a brief summary of the significant revisions to the document:

Title	Sub-Title	Page(s)	Change
Executive Summary		2	
	Project Background	2	updated language to reflect third year of successful radio network operation
	Cooperative Overview	2	deleted references to Executive Management Committee, deleted references to the procurement and consultation process
	PCWIN Costs	3	updated costs based on FY 15/16 approved 5-year plan
	Transition to the PCWIN Cooperative		deleted in entirety
Introduction			deleted in entirety
PCWIN Cooperative			
	PCWIN Executive Director	5	added comment to reflect Executive Director's role as administrative head of PCWIN Wireless Services
	Members and Partcipants	7	added comment referring to a list current members and participants
Cooperative Organization and Operational Associations		8	Redrafted to reflect current governance and organizational relationships.
Radio System Overview		10	Deleted references to legacy radio systems. Updated language to reflect current status
	Coverage	10	Deleted legacy and predicitve coverage maps. Updated language to reflect current status
PCWIN Cooperative Goals		12	Deleted FY 13 and 14 goals. Replaced with proposed goals for FY 16/17
PCWIN FY16/17 Projects and Issues		13	Added entire section to annotate projects that will be accomplished or started during the fiscal year

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Annual Operating nd Maintenance Cost Projections		13	Deleted 3rd bullet statement referring to the transfer of subscriber units to members. Deleted 6th bullet statement referring to the future authorization of 3rd party service providers.
	Projected Annual Membership Fees	14	Updated the expense estimates to reflect the FY 16/17 approved 5-year plan. Deleted second paragraph referring to 5-year predictions (extraneous language).
Appendix A FY 16/17 Budget with 5-year Forecast		15-16	added
Appendix B PCWIN Cooperative Current Members and Participants		17	added

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Executive Summary

PCWIN is a state-of-the-art digital trunked radio communications system designed to provide public safety grade radio communications throughout Pima County. The system is based on the Telecommunications Industry Association P25 standard for interoperable communications, supported by multiple public safety industry associations, and provides participating agencies and first responders with:

- Improved support for public safety operations with significant improvements, such as real-time, on-demand, automatic countywide communications that expands the service areas for all users;
- Enhanced in-building communication in major population centers, particularly within the City of Tucson to meet the demanding needs of firefighters and law enforcement;
- System capacity to support routine, peak and emergency traffic that relieves the overcrowding that previously existed;
- Interagency and interdisciplinary interoperable communications with other member agencies;
- Improved dispatch center communications with field subscriber units including increased coverage in hard-to-reach places;
- Options for interconnections with state and federal communication systems for interoperability with external public safety service providers;
- New subscriber unit equipment with expanded radio features for improved safety of first responders;
- Improved system reliability designed to survive weather or emergency conditions, through the use of redundant equipment, hardened facilities, and backup power; and,
- Cost effective system maintenance, radio programming, and support services.

PCWIN Project Background

In December 2003, public safety entities in Pima County joined in a collaborative effort to present a plan for a regional public safety communications system to the Pima County Board of Supervisors. The plan for the new system was subsequently approved by the voters and Pima County was authorized to issue bonds for the development, procurement,

implementation, and management of the Pima County Wireless Integrated Network (PCWIN). The Bond Implementation Plan assigned responsibility for implementing the program to the PCWIN Executive Management Committee (EMC).

Now in its third year of operation the PCWIN radio system has delivered superb communication to Pima County's public safety professionals without fault or failure. PCWIN, as a Pima County bond project, has proven to be a success by every estimate.

The following business plan explains the construct of the Radio System's governance and financial structure.

PCWIN Cooperative Overview

The Cooperative organization consists of a Board of Directors, Executive Committee and an Executive Director. To ensure representation and opportunity for all participants, the Board of Directors is comprised of a representative from each Member, with each Member having one (1) vote. Any Member can bring an item to the Board of Directors for consideration. Appendix C contains the current list of participating public safety agencies.

To manage the Cooperative functions the Board of Directors appoints a seven (7) member Executive Committee with representatives from Pima County, the City of Tucson, and other persons nominated by Member entities. This Committee reviews Cooperative activities and proposals, sets Board agendas, and manages Executive Director's activities. Finally, the Executive Director manages the administration of the Cooperative, including the establishment of working groups as necessary to address any issues affecting the Cooperative or its Membership.

Operations and maintenance activities, and any special projects, are funded through the establishment of an annual operating budget as approved by the Board of Directors. The Executive Director prepares budgets, five (5) year forecasts, and fund balance reports for presentation to the Executive Committee and the Board of Directors. Approved budgets are used to develop the rates or the Annual Membership Fees of the Cooperative.

Business Plan Purpose

The purpose of the PCWIN Cooperative Business Plan is to clearly communicate the business goals and objectives, cost projections, financial activities, and administrative items to the Membership and stakeholders of the PCWIN Cooperative. This document is consistent with and satisfies the philosophy, policy and objectives by which the PCWIN Project was envisioned and implemented. The PCWIN Cooperative Business Plan is intended to be a living document, the content of which will be revised annually by the Executive Director and submitted to the PCWIN Board of Directors for approval and adoption. This Business Plan (PCWIN Cooperative Business Plan August 2016) represents a recommended plan from the Executive Director to the PCWIN Cooperative Board of Directors as established by the PCWIN Intergovernmental Agreement (Intergovernmental Agreement to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network).

PCWIN Costs

PCWIN operates three fund accounts to support the operation and maintenance of the radio system and business cooperative. A Special Revenue Fund supports the daily expenses required to sustain the radio system and the employees that maintain it. An Infrastructure

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Replacement Fund has been established to fund the periodic, large-scale upgrades and maintenance necessary to keep the radio system viable for the expected life of the system. Finally, a Subscriber Services fund supports the maintenance of the portable and mobile radio units of the PCWIN participants.

Revenue is derived from three primary sources. Annual membership fees are collected from most participants on the radio system as a proportion of their participation on the network. Members and most participants are charged a monthly per radio subscriber rate to support the network. Additionally, revenue is garnered from special assessments to members and participants when necessary to support a specific endeavor. Finally, third-party rental revenue bolsters the PCWIN Special Revenue Fund and helps defray direct expense to the PCWIN Cooperative members and participants. The table below contains projected monthly subscriber fees for the next five years.

	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
MONTHLY SUBSCRIBER RATE	$33	$34	$35	$37	$38

Table 1: Projected Monthly Subscriber Unit Rates

Support Overview
Pima County is the designated Administrative and Network Managing Member for PCWIN. The County has ultimate responsibility for the management of the network and cooperative. PCWIN will function within the administrative framework of Pima County government as a standalone department. The PCWIN Executive Director, as a Pima County employee will work with the applicable functional areas of Pima County government to achieve the objectives of the PCWIN Board of Directors.

As Administrative Managing Member, Pima County will be responsible for conducting business on behalf of the membership, including day-to-day management of the Cooperative organization and finances.

PCWIN will be supported to specific service levels as defined by the Cooperative. The Network Managing Member, Pima County will be responsible for management and programming of the Network electronics, in collaboration with operations and technical working groups.

Maintenance Providers will provide technical support for the Network components and the subscriber units. The City of Tucson and Pima County are currently the only approved Maintenance Providers. The Board of Directors may authorize third parties to provide support for subscriber equipment.

PCWIN Cooperative

The Cooperative is formed for the purpose of using best efforts through cooperation and sharing of common resources, for the mutual benefit of all parties to operate, maintain, sustain, improve, and finance PCWIN. The governing principles defined in the PCWIN IGA set forth a structure that will promote participation of all member agencies in the decisions affecting their

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mission critical communications services of the Cooperative. Entities become members of the Cooperative by executing the PCWIN IGA which defines rights, roles and responsibilities of members related to operating, maintaining, sustaining, improving and financing the PCWIN.

This section contains an overview of the key concepts contained in the PCWIN IGA and the PCWIN Governance Document. Refer to those documents for further detail. Also, a PCWIN Governance Quick Reference Guide is shown in Figure 2.

PCWIN Board of Directors

The PCWIN Board of Directors is the overarching governing body responsible for setting strategic direction, policy formation, financial oversight, and the ongoing viability of the PCWIN Cooperative. Each Member organization of the PCWIN Cooperative will have a voting Representative on the Board of Directors. The Board of Directors is responsible for the following:

- To develop, sustain, and promote the vision and guiding principles of the Cooperative;
- Act on business and policy matters relevant to the Cooperative;
- To review and approve the annual PCWIN Cooperative Business Plan;
- To review and approve the annual PCWIN Operating Budget;
- Establish Capital Funds and Special Assessments on behalf of the Membership as required;
- To review and approve policy recommendations as appropriate;
- To appoint members of the Executive Committee;
- To establish the responsibilities of the Executive Director;
- To authorize and review an annual financial audit or review;
- To comply with all statutes and ordinances.

Voting

Voting rights are afforded to all PCWIN Cooperative Members through their Representative on the Board of Directors. Each Member organization will have one vote and the Board of Directors will utilize a numerical vote which will require a majority to carry a motion. If necessary, a weighted vote, based on subscriber unit count, will be utilized to decide business matters. Any matter requiring a weighted vote must also pass a numerical vote. Matters that cannot be resolved through the voting process will be subject to mediation.

PCWIN Executive Committee

The Executive Committee is a seven member committee that is appointed by the Board of Directors and serves in advisory capacity to the Board and the Executive Director. Members of the Executive Committee are executive level members of police, fire, technology, maintenance organizations, and an Indian Community or at-large member. The Executive Committee is responsible for:

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- Advising the Board of Directors and the Executive Director on matters of relevance to the Cooperative;
- Reviewing all proposals, recommendations, financial reports, and system performance reports prior to submittal to the Board of Directors;
- Establishing Board of Directors meeting agendas;
- Vetting policies and procedures;
- Other duties as assigned by the Board of Directors.

PCWIN Executive Director

The PCWIN Executive Director is an at-will employee of Pima County and a non-voting member of the Board of Directors and of the Executive Committee. The primary responsibility of the Executive Director will be to ensure that the Cooperative's Guiding Principles of representation, participation, transparency, system sustainability, and equitable cost allocation are evident in all aspects of the Cooperative. The Director will serve as the Cooperative's liaison to the Maintenance Providers to ensure that Service Level Agreement (SLA) metrics are being met, to resolve service delivery complaints, mediate contract disputes with suppliers, and enforce operational policies approved by the Board of Directors. The Director is also the administrative head of the Pima County Wireless Integrated Network, Wireless Services division (one of two authorized maintenance providers for PCWIN). The Director will be the Cooperative's ambassador to the community and will represent the Cooperative's membership on all matters relative to PCWIN. The Director's office will be responsible for providing administrative support for the Board of Directors, the Executive Committee, and the Working Groups.

The PCWIN Executive Director is expected to be an executive level employee, capable of working with Elected Officials and County, City, and Indian Community Executives. The Executive Director will be expected to engender trust and build consensus among all parties. The primary responsibilities of the Executive Director are as follows:

- To oversee all administrative aspects of the Cooperative;
- To oversee financial transactions of the Cooperative;
- To actively pursue additional funding for the sustainability of PCWIN;
- To develop a public relations strategy and take an active role in public relations;
- To help educate the community, PCWIN users, and political leaders about issues of relevance to the Cooperative;
- To develop and secure appropriate intergovernmental agreements;
- To assemble the Operations Working Group and Technical Working Group and task each work group appropriately;
- To maintain an awareness of advances in technology, national trends, best practices relative to radio communications.
- Represent the interests of all members of the Cooperative; and
- Function as an advisor to the Board of Directors and Executive Committee

Managing Members

Managing Members are Member organizations that provide a service, or collection of services, to the Cooperative in lieu of a third party. The types of administrative and maintenance providers contemplated by the PCWIN Governance Document are as follows:

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Administrative Managing Member - Pima County will serve as the Administrative Managing Member for the Cooperative and will be responsible for conducting business on behalf of the membership, including day-to-day management of the Cooperative organization and finances. As the Administrative Managing Member, the County will be responsible for collection of all Annual Membership Fees, disbursement of funds as approved by the Board of Directors, financial reporting, entering into legal agreements on behalf of the Cooperative, and employing the Executive Director and administrative staff.

Network Managing Member - Pima County, with collaboration from the Operations and Technical Working groups, will function as the Network Managing Member and is responsible for management and programming of the Network electronics, coordination of the maintenance activities, and reporting of Network performance.

Maintenance Providers - The City of Tucson and Pima County will both function as Maintenance Providers. As such, both the City and County will retain their existing radio shop staffs and facilities. They will provide technical support to their respective portions of the system and will provide subscriber unit programming and maintenance services as assigned by the Cooperative.

Operations Working Group

Each Member organization of the Cooperative can appoint up to four (4) Representatives, one each from police, fire, and municipal user departments, to the Operations Working Group (OWG). One representative from each Communications Center operating on the Network can also be appointed to the OWG. The OWG will function in an advisory capacity to the Executive Director and is responsible for the following activities:

- To recommend to the Executive Director policies and procedures required for consistent, reliable, and coordinated use of PCWIN;
- To recommend to the Executive Director policies and procedures for the efficient and effective management of grants to support the PCWIN Network;
- To develop recommendations to the Executive Director regarding the planning of operational exercises and annual events utilizing PCWIN;
- To develop recommendations to the Executive Director for the purchase and use of equipment relative to PCWIN;
- To review applications for membership submitted by potential members for operational impact to PCWIN;
- To coordinate with and support the Technical Working Group as necessary.

Technical Working Group

Each Maintenance Provider authorized by the Board of Directors may have up to three (3) representatives from their respective technical support teams as members of the Technical Working Group (TWG). The TWG shall be responsible for addressing all technical, architectural and engineering issues and maintaining Board of Director approved policies and procedures for the technical operation and maintenance of the Network. The Technical Working Group is assembled by the Executive Director and has the following responsibilities:

- To evaluate and plan for new equipment and technologies;
- To evaluate system performance and configuration with applicable recommendations for improvement;
- To develop and maintain standards, procedures, and processes for equipment usage;

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- To review reports for service providers regarding system performance;
- To review applications for membership submitted by potential members for technical impact to PCWIN; and
- To coordinate and support the Operations Working Group as necessary

Members and Participants
Members are defined as entities that execute and become a party to the PCWIN Intergovernmental Agreement to operate, maintain, sustain, improve, and finance the Cooperative. All city, town, state, federal, Indian community, fire district or other separately constituted public entity that provides public safety services are eligible for Membership. Members are represented on the Board of Directors and have voting rights. Those entities eligible for initial membership are as defined in the 2004 Bond Ordinance as participants in the PCWIN project.

One of the objectives of PCWIN is to expand the user base for improved interoperability and the operational benefits that result, and to help make the system as cost effective as possible to operate on behalf of all Members. Therefore, additional members may be admitted upon Board of Director's approval of their application for membership, and the subsequent execution of appropriate Cooperative agreements. Each applicant will undergo an evaluation to assess the potential operational and technical impact to the Cooperative.

Similarly, accommodations for improvement to interoperability for Public Safety Service and Emergency Medical Service Participants have been made as well. Participants are defined as non-member, non-voting agencies and organizations that are authorized by the Board of Directors to use PCWIN to provide public safety or emergency medical services. Participants will be required to execute an appropriate Intergovernmental Agreement or Memorandum of Understanding with the Cooperative. Consideration for participation by the Board of Directors will include assessing the benefits and impact to the Cooperative, with the highest priority to maintaining service for public safety entities.

A list of current members and participants, by category, can be found in Appendix B.

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Cooperative Organization and Operational Associations

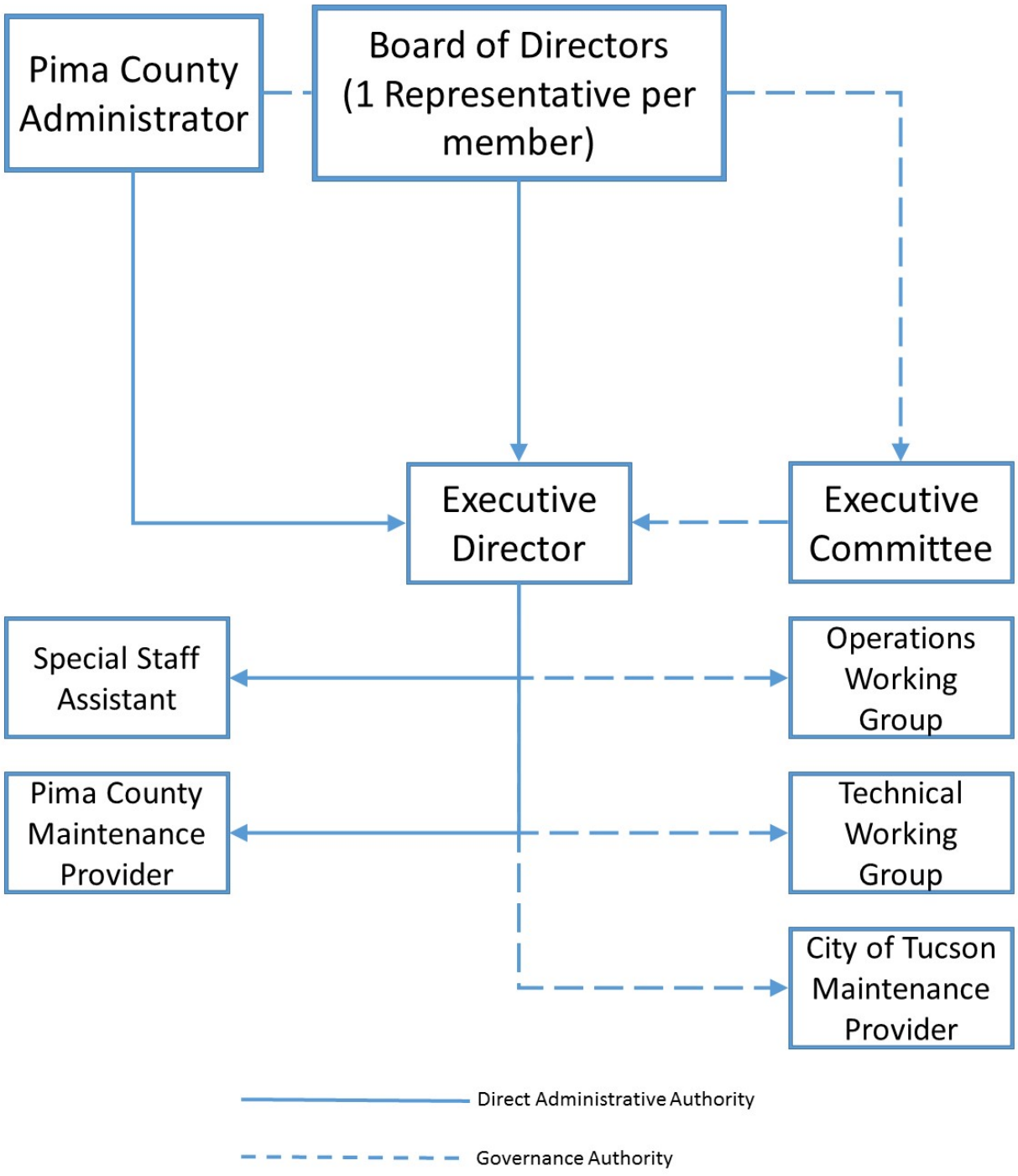


Figure 1: PCWIN Cooperative Structure

PCWIN Governance Quick Reference Guide

5/5/2016

Member/Participant Description	Committee Membership/Voting Rights				Fees
	Board of Directors	Executive Committee	Operations Work Group	Technical Work	
Member					**Yes**
Any city, town, county, state, federal, Indian nation, fire district or other separately constituted public entity that provides public safety services and becomes a party to the IGA.	1 Member 1 Representative Provider 1 Vote technical Numerical vote based on majority of a of quorum Managing Weighted vote based on No majority of numerical vote and affirmative Decisions vote of members representing 80% of weighted votes of the members voting	1 City of Tus Rep 1 County Rep 1 Law Enf Rep 1 Fire Rep 1 Indian Community /At Large Rep 1 CIO 1 Network/Maint Managing Member Rep Representatives of a single member cannot form a majority	Up to 4 reps per member (1 for each type of user on the system - police, fire, public works, dispatch) Staff working group. No specific quorum or voting rights established. Decisions are by consensus.	Up to 3 reps per Maintenance from their staff. Working group is chaired by a member the Network Member. Staff working group. specific quorum or voting rights established. are by consensus.	Member partners share O&M costs.
Participants					
Associate Participant	None	None	1 Rep per Associate		**Yes**
A non-member agency or organization sponsored by a Member who is authorized by the BOD to use the network to support an existing member's public safety mission.					Fees are paid by the sponsoring member. Sponsor may have arrangements to recover costs from the Associate.
Conditional Participant	None	None	None	None	**No**
A non-member agency or organization authorized by the BOD to temporarily use the network for special preplanned events, tactical situations or emergency circumstances.					Temporary authorization to use the network for mutual aid or interop only. Primary communications are provided by other means.
Emergency Medical Service Participant	None	None	1 Rep per EMS	N	**Yes**
A non-member EMS provider authorized by the BOD to use the network to provide EMS services.					Use of network is to support primary communications needs of the applicant.
Interoperability Participant	None	None	None	None	**No**
A non-member public safety services agency authorized by the BOD to use the network for mutual aid and/or interoperability purposes.					Intermittent use of network for mutual aid or interop only. Primary communications are provided by other
Public Safety Service Participant	None	None	1 Rep per Public Safety None Services Participant		**Yes**
A non-member law enforcement, fire, emergency management and disaster preparedness service provider authorized by the BOD to use the network for purposes of providing public safety services.					Use of network is to support primary communications needs of the applicant.
Open Meeting Law Applicability	**Yes**	**Yes**	**No**	**No**	

Figure 2: PCWIN Governance Quick Reference Guide

Radio System Overview

PCWIN offers improved radio service features, reliability and coverage. There remain varying levels of radio service throughout the county. Agencies are using trunked systems and conventional systems. PCWIN has been designed to not only improve radio service for participant agencies but also bridge the gap of interoperability between participants and non-participants. In short, the PCWIN radio system was designed to meet the demanding needs of the area's public safety agencies.

The PCWIN system is a P25 Phase II Digital 800 MHz system that incorporates simulcast and trunking technology. The system provides the participating agencies with the highest level of interoperability possible. Conventional channel gateways provide opportunity to interconnect the PCWIN radio system with other state and federal systems for interoperability. The trunked system is augmented by simplex channels and digital vehicular repeaters (DVRs) to meet the demanding communications requirements for fire ground and police tactical communications.

Coverage

PCWIN benefits all of the participating agencies by providing greatly improved radio service coverage. The PCWIN radio system provides countywide coverage for all participants. This significantly improves radio coverage for all agencies, and provides a mechanism for responders to communicate with their dispatch support and other responders when travelling outside their current service area.

The system is designed to provide reliable communications anywhere within the entire coverage area. Countywide portable coverage and mobile coverage was provided in accordance with industry accepted standards for delivered audio quality (DAQ), with the goal of providing coverage with minimum dead spots or areas with no radio coverage. The formal coverage testing results showed a DAQ of 3.4 or better for over 90% of the tested area. This means that over 90% of Pima County (and over 95% of the greater Tucson metropolitan area) radio transmissions are transmitted and received with virtually no anomalies. For more insight into this process an Executive Summary of PCWIN's coverage testing results can be made available upon request to the Executive Director's office.

Interoperability

Emergencies are rarely constrained to geographic or political boundaries. These incidences often require a multi-discipline, multi-agency response. PCWIN promotes interagency and interdisciplinary interoperability through participation of local, county, state and federal public safety agencies and other public safety service providers in the region. This gives the participants the ability to share information on demand, in real time, when needed, and as authorized. This helps improve coordination of public safety services, thus improving public safety services.

Redundancy

The PCWIN voice radio system is designed such that no single-point failure shall reduce the ability of the system to provide the required two-way radio communications under routine day-to-day operational conditions. Path diversification for network connections and redundant electronics throughout the system provide the necessary backup to ensure PCWIN remains highly reliable.

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Capacity

The system is designed to relieve the overcrowding problems that existed previously. System design accommodates growth through the year 2026. The system is also designed with sufficient channels and talkgroups to allow agencies or departments with different functions to have their own channels or talkgroups, without interfering to other non-related groups or functions.

Maintenance

The technical support staffs of Pima County and the City of Tucson will collaborate to form a cohesive maintenance support organization for PCWIN. In the past, differing agencies have utilized a wide range of maintenance programs for their radio systems yielding varying levels of customer service. Now, PCWIN cooperative policies require a consistent level of service and response times throughout the county. Rather than the patchwork of diverse levels of service, there are now common maintenance objectives. Operating procedures will continue to be developed by the Cooperative and adopted by the Maintenance Providers which results in maintaining PCWIN with practices consistent with direction established by the Cooperative.

Pima County serves as the Network Managing Member responsible for the day-to-day operations and programming of PCWIN. The County and City of Tucson function as Maintenance Providers to maintain the system and optimize the performance and availability of the PCWIN network. Maintenance providers participate with the Cooperative's Technical and Operations Working Groups to ensure that services are coordinated to support Cooperative objectives.

PCWIN is maintained in accordance with service levels agreements (SLAs) defined in the Cooperative's policies and procedures. The SLAs define the level of network performance, support service, and infrastructure maintenance, with requirements for monthly performance reporting.

Radio Programming

Radios on PCWIN have their own software allowing them to be programmed with their own radio ID, talk groups, switch positions, emergency button settings, etc. The configuration of the radio's feature set determines the "personality" of the radio. PCWIN's maintenance organizations have employees trained and authorized to program radios.

PCWIN is also equipped with over-the-air programming (OTAP) capability. This feature is particularly valuable because it will permit a technician to reprogram a radio remotely without requiring the end user having to travel to a repair facility. This feature reduces the time and expense associated with radio programming or re-programing.

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PCWIN Cooperative Goals – FY 16/17

Every effective organization must have organizational goals that reflect the priorities of the organization. For FY16/17 the Board of Directors proposes the following goals:

Category	Description	Owner	Suspense
Governance			
	Pursue a governance relationship with Town of Marana that will foster greater interoperability	Executive Director	June 30, 2017
	Pursue a statewide interoperability solution for members who traverse multiple regional radio systems	Executive Director	June 30, 2017
	Create a legal document for interoperability participants that expedites the inclusion of federal agencies onto PCWIN	Executive Director/Network Managing Member	November 1, 2016
Network			
	Meet all Service Level Agreements	Network Managing Member	July 1, 2016
	Experience no preventable end user affecting system wide outages	Network Managing Member	July 1, 2016
	Develop internal change management process for City and County maintenance staffs	Network Managing Member	January 1, 2017
	Develop Common Operating Picture for network health monitoring	Network Managing Member	June 30, 2017
	Execute microwave maintenance contract	Pima County Information Technology	June 30, 2017
	Develop detailed plan to mitigate operational impact of Cisco end of life/end of support for PCWIN sub-systems	Network Managing Member/Technical Working Group/PCITD	June 30, 2017

Table 2: PCWIN Goals FY 16/17

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PCWIN FY 16/17 Projects and Issues

During fiscal year 2016/2017 the PCWIN Cooperative will undergo several significant projects and changes. The objective of these changes is to provide the Cooperative Members and Network Participants with continued excellent network performance. These projects should complement and support the preceding governance and network goals:

- Rebanding – The first subscriber "touch" occurred during FY 15/16 cycle. In this effort the new (rebanded) 800MHZ frequencies were loaded into network participant subscriber units. During FY 16/17 the Network Managing Member will work with Sprint/Nextel and the Rebanding authority to complete the infrastructure rebanding as well as the second subscriber "touch" in this process. The second touch will remove the legacy 800MHZ frequencies from the subscriber units and activate the PCWIN network on the rebanded frequency spectrum. PCWIN has contracted with AECOM to accomplish coverage testing to ensure the original coverage capability of the network remains unaltered. AECOM will conduct Method III testing before infrastructure rebanding occurs (to establish a baseline) and after rebanding is complete to document the design capability of the network.
- Motorola System Upgrade Agreement II (SUAII) 7.17 implementation) – toward the end of FY16/17 Motorola will implement a large scale biennial upgrade to the PCWIN radio system. This upgrade to suite 7.17 will refresh network hardware and software, upgrade dispatch consoles to Windows 10, facilitate the migration of Fixed Network Equipment to an Internet Protocol (IP)-based transport system, and permit many new optional features. The upgrade is covered by PCWIN's subscription to Motorola's 20-year SUAII contract.
- Backhaul/Transport upgrade – Much of the PCWIN backhaul utilizes Time Division Multiplexer (TDM) and Synchronous Optical Network (SONET) technology. The Cisco SONET boxes that facilitate network connectivity are past "end of life" and will be "end of support by 2019. PCWIN will partner with Pima County Information Technology Department and City of Tucson Information Technology Department to upgrade the network backhaul to an IP-based solution. This will extend the life of the PCWIN network, provide increased capacity, speed and redundancy, as well as ensure systematic equipment refreshes.
- APX 6000XE cracked case replacement – Many PCWIN APX 6000XE cases have developed cracks. Motorola has agreed to replace the cases of the entire fleet of PCWIN APX 6000XE radios. The Network Managing Member will work with agency staffs to schedule case replacements during the 2nd quarter of FY 16/17.
- PCWIN Site Security Camera Installation – This project began in early 2015 and will be substantially complete by the 2nd quarter of FY 16/17. The cameras will be made available to the Pima County Network Operations Center to monitor activity at PCWIN sites. This is the final approved project utilizing fund from the 2004 General Obligation Bond.
- PCWIN Subscriber Preventative Maintenance – All subscribers on the PCWIN network are required to have an annual preventative maintenance (PM) performed on them. Maintenance Providers will perform PM services for the agencies they support. Interoperability partners, unless otherwise noted, will perform PM on their own subscribers and provide annual certification that their subscribers operating on the PCWIN network have had annual preventative maintenance performed.

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- Site Preventative Maintenance – All PCWIN sites will have preventative maintenance (PM) performed on them annually.

Annual Operating & Maintenance Cost Projections
All PCWIN Members participate in the benefits of the system; therefore, it is appropriate that they also proportionately share the costs for the system. A forecast of the 5 Year Annual Operating and Maintenance costs associated with the PCWIN is contained in Appendix A. It should be noted that the Board of Directors and the Executive Director will continue to explore funding opportunities and improved methods to minimize the operations and maintenance costs associated with PCWIN.

The following assumptions have been applied to the financial forecast:

- Costs for operations and maintenance support are calculated on an annual basis and billed to the PCWIN participant agencies quarterly.
- Funding for future replacement of the PCWIN Network is not included in this 5 Year forecast or resulting Annual Membership Fees calculations.
- Annual budgeted expenses for PCWIN will vary, but the PCWIN Board of Directors will strive to minimize the changes in Annual Membership Fees to assist Members in forecasting budgetary requirements.
- The PCWIN Annual Budget is approved by the Board of Directors and expenses are apportioned to the Membership based on their pro-rata share of the subscriber unit count.
- When Members are authorized to add additional subscriber units to the Network, the Member participation ratio on which Annual Membership Fees are based shall be adjusted.
- Individual Members will be responsible for replacement costs for subscriber units bought by the County which are lost, stolen or damaged and not covered under warranty.
- Individual Members will be responsible for replacement of accessories such as battery chargers, carrying cases, and lapel microphones.
- Pima County will maintain master repair depot contracts with manufacturers for the benefit of the Members.

Projected Annual Membership Fees
Appendix A contains the current estimates of the 5-Year operations and maintenance expenses for the Cooperative. The estimate for the full yearly expenses are $3,117,860 which yields an Annual Membership Fee of $33/month (based on a subscriber unit count of 7,162).

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Appendix A

FY16-2017 BUDGET STATEMENT					
Organization: B242 & B265					
Fund: 2101					
PCWIN Special Revenue Fund					
	FY2016-17	FY2017-18	FY2018-19	FY2019-20	FY2020-21
FULL TIME EQUIVALENT - FTE	**12**	**12**	**12**	**12**	**12**
REVENUES					
4200 - GEN GOV FEES	**1,62**	**1,67**	**1,72**	**1,82**	**1,87**
4247 - INTER DEPT REV	**1,20**	**1,24**	**1,27**	**1,35**	**1,38**
4400 - RENT & ROYALTIES	**6**	**6**	**6**	**6**	**7**
4404 - MISC REV OPR	-	-	-	-	-
4407 - INT POOL OPR	**5,180**	**4,849**	**4,619**	**4,732**	**4,538**
4415 - LATE INTRST FEE	-	-	-	-	-
4702 - TRFR IN GEN FND	-	-	-	-	-
TOTAL REVENUE	**2,90**	**2,99**	**3,08**	**3,25**	**3,34**
EXPENSES					
5000 - OFFICE SUPPLIES	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**
5003 - FOOD SUPPLIES	**500**	**500**	**500**	**500**	**500**
5007 - FUEL & OIL	**2,500**	**2,575**	**2,652**	**2,732**	**2,814**
5008 - BKS SBSCPTN VDS	**1,500**	**1,500**	**1,500**	**1,500**	**1,500**
5010 - R & M SUPPLIES	**12**	**13**	**14**	**15**	**17**
5018 - OTH OPER SUP	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**
5020 - TOOLS & EQ<1000	**5,000**	**5,500**	**6,050**	**6,655**	**7,321**
5021 - FURNITURE<1000	-				
5121 - ACCNTG & AUDT	**1**	**1**	**1**	**1**	**1**
5125 - SFTWR MNT & SPP	**3**	**3**	**3**	**3**	**3**
5138 - TRAINING IN AZ	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**
5139 - OUT AZ TRAINING	-	-	-	-	-
5140 - TRAVEL IN AZ	**250**	**275**	**303**	**333**	**366**
5141 - OUT AZ TRAVEL	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**
5142 - POSTAGE & FRGHT	**2,200**	**2,200**	**2,200**	**2,200**	**2,200**
5143 - PRNTG & MICRFLM	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
5148 - RENT - REAL EST	**11**	**11**	**11**	**11**	**11**
ARI	2,400	2,400	2,400	2,400	2,400
BEACON -	1	1	1	1	1
BIG	1	1	1	1	1
CONFI	5,000	5,000	5,000	5,000	5,000
HAYS	2,400	2,400	2,400	2,400	2,400
KEYSTO	4,356	4,356	4,356	4,356	4,356
LEMM	4,356	4,356	4,356	4,356	4,356
MIL	2,400	2,400	2,400	2,400	2,400
PECOC -	1	1	1	1	1
RVFD - Rincon	1	1	1	1	1
MISSION ROAD -	3	3	3	3	3
5149 - R & M MACH & EQ	**1,19**	**1,20**	**1,02**	**1,06**	**1,08**
Motorola SUA II	68	68	69	69	70
Motorola LMR	12	12	12	12	13
NICE Audio	8	8	8	12	12
Consultation	2	2	2	2	2
Logicalis Microwave	1	1	1	1	1
Test	7,500	7,500	7,500	7,500	7,500
Facilities Site	4	4	4	4	4
Netclock	865	865	865	865	865
Toshiba Copier	1,178	1,178	1,178	1,178	1,178
CoT	2,587	2,587	2,587	2,587	2,587
CoT Sonet (IGA)	2	2	2	2	2
CoT Network	19	19	19	19	19
5152 - NON MED PRO SRV	-	-	-	-	-
5162 - ADVERTISING	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
5203 - INTER SPL SV DR	**1**	**1**	**1**	**1**	**1**
5206 - ADMIN OH	**19**	**19**	**20**	**21**	**23**
5300 - PHONE INTERNET	**9**	**9**	**9**	**9**	**9**
PCITD	1	1	1	1	1
Security Camera Port	3	3	3	3	3
Pima	2	2	2	2	2
Long Distance	-	-			
Cell	1	1	1	1	1
5301 - ELECTRICITY	**5**	**5**	**6**	**6**	**6**
BEACON -	4,015				
BIG	1,584				
EAGLE	9,196				
KEYSTO	-				
LEMM	-				
RVFD - Rincon	8,844				
SWAN	1				
TUMAMOC - AZ	1				
5306 - MOTOR POOL CHG	**5**	**6**	**6**	**6**	**6**
5309 - DUES MEMBERSHPS	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
5312 - MISC CHARGES	**840**	**840**	**840**	**840**	**840**
5314 - PMTS TO GOV	-	-	-	-	-
5318 - GEN LIAB INS PR	**1**	**1**	**1**	**1**	**1**
5319 - PROPRTY DMG INS	**140**	**144**	**149**	**153**	**158**
5351 - ISFCOMPCHAR	**1**	**1**	**2**	**2**	**2**
5353 - ISFSOFTWARE	**5,500**	**5,665**	**5,835**	**6,010**	**6,190**
5504 - OFF MCH CMPT NC	**1,000**	**500**	**500**	**500**	**500**
5508 - OTH EQUIP NC	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**

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Subtotal Operating Expenses	**1,96**	**2,00**	**2,04**	**2,12**	**2,17**
PCWIN Admin					
5400 - SALARY & WAGES	155,381	158,489	161,659	164,892	168,190
5409 - FICA & MEDICARE	13,061	13,452	13,856	14,272	14,700
5410 - UNEMPLOYMENT	163	168	173	179	184
5411 - HLTH INS PREM	9,068	9,340	9,620	9,909	10,206
5412 - WORKERS COMP	368	379	391	402	414
5413 - LIFE INSURANCE	69	71	73	75	78
5416 - RETR AZ ST	18,356	18,907	19,474	20,058	20,660
5422 - DENTAL INS PREM	51	52	54	55	57
5423 - INTER SALARY CR					
5424 - INTER SALARY DR	4	4	5	5	5
5426 - INTER FRINGE DR	5	7	0	2	5
5428 - LDFRDR	,	,	,	,	,
5430 - LDSALDR	5	8	2	7	3
5431 - BUDGTD BENEFITS	4	1	1	2	5
5441 - VACTN PAYOUT	2	9	0	1	7
	17,252	18,114	19,020	19,971	20,969
Subtotal	**25**	**26**	**27**	**28**	**29**
Wireless Service					
5400 - SALARY & WAGES	670	684,	697,	711,	726
5409 - FICA & MEDICARE	,83	252	937	896	,13
5410 - UNEMPLOYMENT	5	54,	56,	57,	3
5411 - HLTH INS PREM	52	44	07	76	59
5412 - WORKERS COMP	,8	4	8	0	,4
5413 - LIFE INSURANCE	59	727	749	771	93
5414 - EMPLYR PD BENFT	706	89,	92,	95,	794
5416 - RETR AZ ST	87	82	52	29	98
5422 - DENTAL INS PREM	,2	7	2	8	,1
5423 - INTER SALARY CR	11	1,637	1,686	1,737	57
5424 - INTER SALARY DR	1,589	679	699	720	1,789
5425 - INTER FRINGE CR	659	38	39	41	742
5426 - INTER FRINGE DR	37	81,	84,	86,	42
5427 - LDFRCR	79	63	08	60	89
5428 - LDFRDR	,2	1	0	2	,2
5429 - LDSALCR	53	667	687	708	00
5430 - LDSALDR	648	-	-	-	729
5431 - BUDGTD BENEFITS	-	-	-	-	-
5441 - VACTN PAYOUT	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Subtotal	89	91	93	95	97
Subtotal Personnel Services	**1,15**	**1,18**	**1,20**	**1,23**	**1,26**
TOTAL EXPENSE	**3,11**	**3,18**	**3,25**	**3,36**	**3,44**
OPERATING INCOME / LOSS	**(21**	**(18**	**(17**	**(10**	**(10**
FUND IMPACT					
BEGINNING FUND BALANCE	**1,28**	**1,07**	**88**	**71**	**60**
CHANGE IN RESERVE FOR					
INFRASTRUCTURE					
ENDING FUND BALANCE	**1,07**	**88**	**71**	**60**	**50**
REQUIRED OPERATIONAL FUND	**38**	**39**	**40**	**42**	**43**
PROJECTED ENDING FUND BALANCE AFTER RESERVE REQUIREMENT IS MET	**68**	**48**	**30**	**18**	**7**
Annual Fee Rate	**33**	**34**	**35**	**37**	**38**

Board Approved

Appendix B

MEMBERS	PUBLIC SAFETY PARTICIPANTS	INTEROPERABILITY PARTICIPANTS
Avra Valley Fire District	Ajo Ambulance	AZ Attorney General's Office
Corona de Tucson Fire District	Rural Metro Fire Department	162nd Fighter Wing (ANG)
City of Tucson		355th Fighter Wing
City of South Tucson	ASSOCIATE PARTICIPANTS	Bureau of Alcohol Tobacco Firearms Explosives
Drexel Heights Fire District	Ajo/Gibson Volunteer Fire Department	Cochise County Sheriff's Office
Golder Ranch Fire District	Arivaca Fire District	MAC Team (Nursewise)
Green Valley Fire District	Elephant Head Volunteer Fire Department	Sunnyside Unified School District
Northwest Fire District	Helmet Peak Fire District	United States Forest Service
Mountain Vista Fire District	Mt. Lemmon Fire District	National Park Service
Oro Valley Police Department	Why Fire District	Union Pacific Railroad Police Department
Pascua Yaqui Tribe		United States Marshal Service
Picture Rocks Fire District	EMERGENCY MEDICAL SERVICES PARTICIPANTS	
Pima College Department of Public Safety	Green Valley Hospital	
Pima County	Northwest Medical Center	
Rincon Valley Fire District	Oro Valley Hospital	
Sabino Vista Fire District	Saint Joseph's Hospital	
Sahuarita Police Department	Saint Mary's Hospital	
Tanque Verde Fire District	Southern Arizona VA Hospital	
Three Points Fire District	Tucson Medical Center	
Tucson Airport Authority	Banner University Medical Center - University Campus	
Tucson Country Club Estates Fire District	Banner University Medical Center - South Campus	
University of Arizona	University of Arizona EMS Team	

Board Approved

New Member Application

PCWIN Form 301-A

PCWIN Pima County Wireless Integrated Network

…a better state of communication

PCWIN is a public safety/public service digital trunked radio network and cooperative. While it is our intent to accommodate the voice radio needs of as many organizations as possible, a deliberate discovery and planning process is required to ensure a prospective member's participation meets the needs and intent of PCWIN. Please fill out the following application with as much detail as possible. This information will be used to determine the best level of participation for your agency and whether any fees will be assessed.

Applicant's Use:

Organization Name

Town of Marana

Organization Address

11555 W. Civic Center Dr

Point of Contact

Carl Drescher

POC Email Address

cdrescher@maranaaz.gov

POC Phone Number

520-382-1971

Organization Type

Public

Will PCWIN be your primary means of communication?

No

Is your agency being sponsored by a PCWIN member?

No

Name of PCWIN Sponsoring Agency

N/A

If applicable, is the Sponsoring Agency providing radios for your use?

N/A

What level of participation do you anticipate on PCWIN

☐ Daily ☐ Weekly ☑ Monthly

Will you use another agency's talkgroups to communicate on PCWIN?

No

Will you require the establishment of talkgroups for your agency's use?

No

Will any of those talkgroups require encryption?

N/A

If applicable, how many talkgroups will you require?

Clear Voice	Recorded	Encrypted

How many radios do you plan to use on the PCWIN Network?

Portables	Mobiles	Consoles
11		

Have you coordinated for your agency's Emergency Alert function to be monitored by a PCWIN agency? (which one)

Are your agency's radios programmed to use Over The Air Programming/Rekeying?

☑ OTAP ☐ OTAR

What make and model of radio equipment do you wish to program on the PCWIN network? (currently only Motorola products are permitted to connect to PCWIN)

Motorola APX 6000

How many radio transmissions does your agency average per hour?

What is the average length of your agency's radio transmissions?

Will your agency be connected to another network with the same radios?

Yes

Briefly describe the network

The Town has a Motorola P25 system with 3 anntenae sites. The system is used for all MPD communications.

Will your agency require the dispatch services of a PCWIN agency?

No

What date would your agency like to begin using PCWIN?

February 2017

Please provide a brief statement of your agency's Concept of Operations on the PCWIN Network

Initially the Town of Marana desires to use the PCWIN network for interoperability when needed with other PCWIN agencies. The Town will be re-evaluating its radio system in the future and the potential exists for the Town to use the PCWIN Network for all of its public safety communications

Comments (Special Requirements)

Signature/Date

signed CD

PCWIN Staff Use:

Network Impact

Expected Site Affiliations

Primarily North Simulcast, Confidence

Will the Applicant's Concept of Operations Require Additional Infrastructure?

No

Additional Required Infrastructure Locations

None yet, but full implementation of Town of Marana on PCWIN will require evaluation to ensure worst case scenario grade of service.

Will there be special equipment requirements?

No

Explain

What are the applicant's programming requirements?

- [x] Talkgroup Recording
- [ ] OTAR
- [x] OTAP
- [ ] Encryption
- [x] Talkgroup Creation

What PCWIN talkgroups will need to be programmed?

COMMON talkgroups, NIFOG, AIRS, other talkgroups as required by Town of Marana

Have the requested PCWIN agencies given permission to program the applicant's radios?

No

Which PCWIN Agencies have granted talkgroup sharing permission?

Fiscal Impact:

Does the Applicant offer any potential revenue? (explain)	Only annual fees at this time
Does the Applicant offer any potential cost savings? (explain)	
What costs to PCWIN will the cooperative incur by permitting the Applicant's inclusion on the network?	PCWIN will provide Town of Marana 11 APX 6000 radios from TO Nation stock.
What O&M burden will the Applicant be expected to pay? (Explain)	Only annual fees for 11 radios
What additional fees is the Applicant expected to pay?	☑ Fleetmap Development Fee ☑ Radio Programming Fee ☐ Encryption Fee ☐ Coverage Remediation Fee ☐ Equipment Purchase Fee ☐ Maintenance Agreement Fee ☐ Annual PM through PCWIN Fee ☐ Advanced Application Research/Processing Fee
Total fees incurred with this application	Fleetmap Development Fee: $24 per fleetmap Radio Programming Fee: $40 X 11 radios = $440 Total due upon programming: $464

Overall Recommendation:

What is the PCWIN staff's recommended level of participation for the Applicant? (refer to page 14 of the Sept 12 PCWIN Business Plan for guidance)	Member. Any entity that executes and becomes a par		
Operations Working Group recommendation	Recommend	Date	12-1-16
Technical Working Group recommendation	Recommend	Date	12-6-16
What is the Applicant's recommended "Go-Live" date?	February 2017		
If applicable, what is the termination date of the Applicant's PCWIN network connection?	INDEF		
What is the Applicant's code plug?	TBD		

Further Comments

Initial negotiations are for Town of Marana to join as a member but have a limited presence on the network. This is to facilitate communication by Marana PD. As time transpires the Town may reconsider its level of participation.

Executive Director Signature / Date

signed jcv 11-30-16

Board of Directors approval date / comments

approved 4.5.17

PCWIN Pima County Wireless Integrated Network
...a better state of communication
www.pima.gov/pcwin

Memorandum

From: John Voorhees
PCWIN Executive Director

Date: December 2, 2016

To: PCWIN Agency Chiefs

Re: PCWIN Annual Fee Memo

The Intergovernmental Agreement to Operate, Maintain, Sustain, Improve and Finance the Pima County Wireless Integrated Network, Section 4.2.1 Annual Membership Fee, requires each member to pay an Annual Membership Fee. This fee supports the administration of the PCWIN Cooperative and the operations and maintenance of the 800 MHZ digital trunked radio system. On November 17, 2016, the PCWIN Board of Directors approved the FY 17/18 budget and five-year plan.

The projected annual expenses for FY 17/18 presume a per subscriber unit fee of $33 per month. The PCWIN Cooperative has endeavored to leave the rates steady for a second year to control your costs for PCWIN membership. In FY 15/16 PCWIN underspent the budget by about $270K. This brings our cooperative fund balance to over $1M. We have leveraged this revenue benefit to keep fees the same from FY 15/16 to FY 17/18. With a projected positive revenue stream for the next five years it is important to create an effective strategy to best use these resources. In the coming months I will propose some solutions to keep our fund balance at a reasonable level and systematically save for future financial needs.

Last year the PCWIN Board of Directors established an Infrastructure Replacement Fund (IRF) comprised of a portion of the unused FY 14/15 revenue. To date, $300K has been set aside to begin saving for eventual infrastructure upgrades and repairs. This fund is separate from the 12.5% cooperative fund balance mandated by the PCWIN Business Plan. We have met the requirements of that balance and are able to contribute to the IRF over and above all other fiscal responsibilities. PCWIN is in a very good financial position. We will continue to contribute to this fund to save for future capital needs.

Section 4.2.1.2 Billing and Payment Basis establishes Pima County's method of billing and payment of the Annual Membership Fee on a quarterly basis-in advance. Your invoice will come from the Pima County Department of Finance and Risk Management.

The attached spreadsheet provides a breakdown of annual membership fees by agency as well as the FY 17/18 Special Revenue Fund budget and five-year forecast. PCWIN members and participants may rely on these figures for FY 17/18 budget purposes and should take appropriate action to seek budget appropriations to support their obligations. Keep in mind these are minimum annual fees. Should your radio inventory increase, your financial obligation will increase as well. However, for budget stability a decrease in inventory will not necessarily decrease your financial obligation below the threshold in the attached spreadsheet.

Attachments: PCWIN FY 17/18 Annual Membership Fees by Agency, FY 17/18 Special Revenue Fund Budget

Cc: Keith Dommer: Director, Pima County Finance and Risk Management

PCWIN Cooperative Operating Budget
Annual User Fee Projections for FY 15/16

AGENCY	MOBILES	PORTABLES	CTRL STNS	TOTAL	Annual Fee Projection
Public Safety Agencies					
Ajo/Gibson Volunteer Fire Department**	4	15	1	20	$7,920.00
Arivaca Fire District**	12	14	1	27	$10,692.00
Avra Valley Fire District*	1	3	0	4	$1,584.00
Corona de Tucson Fire District	8	21	2	31	$12,276.00
Drexel Heights Fire District*	23	59	7	89	$35,244.00
Elephant Head Volunteer Fire Department	6	13		19	$7,524.00
Golder Ranch Fire District	6	25	0	31	$12,276.00
Green Valley Fire District*	34	67	7	108	$42,768.00
Helmet Peak Fire District	7	17		24	$9,504.00
Mt. Lemmon Fire District	8	15	1	24	$9,504.00
Northwest Fire District*	30	34	0	64	$25,344.00
Pascua Pueblo Fire Department*	10	14	1	25	$9,900.00
Picture Rocks Fire District*	0	2	0	2	$792.00
Rincon Valley Fire District*	13	20	2	35	$13,860.00
South Tucson Fire Department	6	13	1	20	$7,920.00
Three Points Fire District*	1	2		3	$1,188.00
Tucson Fire Department*	156	390	0	546	$216,216.00
Why Fire District**	5	12	1	18	$7,128.00
Sabino Vista Fire District	2	3		5	$1,980.00
Tanque Verde Fire District	2	3		5	$1,980.00
Tucson Airport Authority					
Tucson Country Club Estates Fire District	2	3		5	$1,980.00
Mountain Vista Fire District	11	22		33	$13,068.00
Ajo Ambulance	19	16	8	43	$17,028.00
Bureau of Alcohol Tobacco Firearms & Explosives		104		104	$41,184.00
Rural Metro	63	75	5	143	$56,628.00
Oro Valley Police Department*	116	119	2	237	$93,852.00
Pascua Yaqui Police Department	30	46	4	80	$31,680.00
Pima College Department of Public Safety*	20	64	7	91	$36,036.00
Pima County Sheriff's Department *	528	1356	29	1913	$757,548.00
Sahuarita Police Department*	60	55	2	117	$46,332.00
South Tucson Police Department*	26	38	1	65	$25,740.00
Tucson Police Department*	700	1314	0	2014	$797,544.00
University of Arizona****	48	116	2	166	$65,736.00
Public Safety Sub-Total	**1957**	**4070**	**84**	**6111**	**$2,419,956.00**
Local Area Hospitals					
Green Valley Hospital					
Northwest Medical Center	1			1	$396.00
Oro Valley Hospital	1			1	$396.00
Saint Joseph's Hospital	1			1	$396.00
Saint Mary's Hospital	1			1	$396.00
Southern Arizona VA Hospital	0			0	$0.00
Tucson Medical Center	1			1	$396.00
University Medical Center - University Campus	1	2		3	$1,188.00
University Medical Center - South Campus	1			1	$396.00
University of Arizona EMS Team	2			2	$792.00
	9	**2**	**0**	**11**	**$4,356.00**
Pima County Public Service Agencies	**Pima County Public Service Agencies**				
Animal Care Center	18	16	1	35	$13,860.00
Adult Probation	0	162	3	165	$65,340.00
Building Security	0	18	2	20	$7,920.00
Constables	6	11	0	17	$6,732.00
County Attorney	1	30	2	33	$13,068.00
Facilities Mgmt	0	0	0	0	$0.00
Fleet Services	8	8	2	18	$7,128.00
Health Department, Bioterrorism Preparedness	0	30	0	30	$11,880.00
Justice Court	0	13	0	13	$5,148.00
Justice Court - Ajo	0	2	0	2	$792.00
Juvenile Detention	3	85	3	91	$36,036.00
Juvenile Intensive Probation	13	15	0	28	$11,088.00
Juvenile Probation	38	93	2	133	$52,668.00
Parks & Recreation	0	0	0	0	$0.00
Parks & Recreation, A-7 Ranch	0	0	0	0	$0.00
School Buses	5	0	0	5	$1,980.00
Superior Court	0	3	0	3	$1,188.00
Transportation	124	85	7	216	$85,536.00
Victim Witness	7	20	0	27	$10,692.00
Waste Water	105	127	16	248	$98,208.00
Office of Emergency Management	9	34	0	43	$17,028.00
Office of Medical Examiner	3	3		6	$2,376.00
Pima County Public Service Sub-Total	**340**	**755**	**38**	**1133**	**$448,668.00**
GRAND TOTALS	**2297**	**4825**	**122**	**7255**	**$2,872,980.00**

(**) Sponsored by Pima County

(***) Radios purchased by Rural Metro

(****) U of A includes PD and Risk Management

FY17-2018 BUDGET STATEMENT FORM
Organization: B291 & B265
Fund: 2101
PCWIN Special Revenue Fund

	FY2015-16 Actuals	FY2016-17 Revised Budget	FY2016-17 Forecast Period 3	FY2017-18 Requested	FY2018-19 Forecasted	FY2019-20 Forecasted	FY2020-21 Forecasted	FY2021-22 Forecasted
FULL TIME EQUIVALENT - FTE	**12**	**12**	**12**	**12**	**12**	**12**	**12**	**12**
REVENUES								
4200 - GEN GOV FEES	**1,675,956**	**1,629,936**	**1,677,852**	**1,715,868**	**1,819,860**	**1,819,860**	**1,923,852**	**1,923,852**
4247 - INTER DEPT REV	**1,206,711**	**1,206,216**	**1,206,216**	**1,200,672**	**1,273,440**	**1,273,440**	**1,346,208**	**1,346,208**
4400 - RENT & ROYALTIES	**65,533**	**66,354**	**66,354**	**67,115**	**68,031**	**68,970**	**69,934**	**70,922**
4404 - MISC REV OPR	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
4407 - INT POOL OPR	**11,365**	**5,180**	**6,346**	**5,141**	**3,794**	**3,036**	**2,207**	**1,382**
4415 - LATE INTRST FEE	**7**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
TOTAL REVENUE	**2,959,572**	**2,907,686**	**2,956,768**	**2,988,796**	**3,165,125**	**3,165,306**	**3,342,201**	**3,342,364**
EXPENSES								
5000 - OFFICE SUPPLIES	**5,113**	**4,000**	**4,000**	**5,500**	**5,500**	**5,500**	**5,500**	**5,500**
5001 - SOFTWR <$5M	**-**	**-**	**1,092**	**-**	**-**	**-**	**-**	**-**
5002 - COMPTR EQ <1000	**132**	**-**	**1,000**	**-**	**-**	**-**	**-**	**-**
5003 - FOOD SUPPLIES	**-**	**500**	**500**	**-**	**-**	**-**	**-**	**-**
5006 - MED & LAB SUPLY	**56**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
5007 - FUEL & OIL	**-**	**1,000**	**1,000**	**-**	**-**	**-**	**-**	**-**
5008 - BKS SBSCPTN VDS	**-**	**500**	**500**	**500**	**500**	**500**	**500**	**500**
5010 - R & M SUPPLIES	**86,329**	**100,001**	**100,001**	**131,480**	**144,628**	**159,091**	**175,000**	**192,500**
5013 - JANITORIAL SUP	**-**	**-**	**58**	**-**	**-**	**-**	**-**	**-**
5014 - APPAREL			**1,751**	**2,000**	**-**	**2,000**	**-**	**2,000**
5018 - OTH OPER SUP	**225**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**
5020 - TOOLS & EQ<1000	**511**	**3,500**	**3,500**	**5,000**	**5,500**	**6,050**	**6,655**	**7,321**
5021 - FURNITURE<1000	**863**	**-**	**-**	**1,000**	**-**	**-**	**-**	**-**
5121 - ACCNTG & AUDT	**4,000**	**12,000**	**12,000**	**12,000**	**12,000**	**13,200**	**14,520**	**15,972**
5125 - SFTWR MNT & SPP	**29,272**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**
5138 - TRAINING IN AZ	**390**	**5,000**	**5,000**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**
5139 - OUT AZ TRAINING	**666**	**-**	**-**	**2,000**	**2,000**	**2,000**	**2,000**	**2,000**
5140 - TRAVEL IN AZ	**895**	**250**	**250**	**-**	**-**	**-**	**-**	**-**
5141 - OUT AZ TRAVEL	**2,118**	**2,670**	**2,670**	**7,000**	**7,000**	**7,000**	**7,000**	**7,000**
5142 - POSTAGE & FRGHT	**554**	**2,200**	**2,200**	**2,200**	**2,200**	**2,200**	**2,200**	**2,200**
5143 - PRNTG & MICRFLM	**128**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
5147 - LEASES & RENTALS INTERNAL	**46,551**	**50,818**	**50,818**	**50,818**	**50,818**	**50,818**	**50,818**	**50,818**
PECOC - Pima County	16,083	16,091	16,091	16,091	16,091	16,091	16,091	16,091
MISSION ROAD - Pima County	30,468	34,727	34,727	34,727	34,727	34,727	34,727	34,727
5148 - RENT - REAL EST	**57,059**	**63,795**	**63,795**	**65,129**	**65,998**	**66,893**	**67,815**	**68,765**
ARIVACA - ASLD	1,300	2,400	2,400	2,400	2,400	2,400	2,400	2,400
BEACON - Crown Castle	12,067	12,156	12,156	12,278	12,646	13,025	13,416	13,819
BIGELOW - SAT	15,697	16,207	16,207	16,693	17,194	17,710	18,241	18,788
CONFIDENCE - TEP	-	5,000	5,000	5,000	5,000	5,000	5,000	5,000
HAYSTACK - ASLD	1,700	2,400	2,400	2,400	2,400	2,400	2,400	2,400
KEYSTONE - AZ DPS	4,356	4,356	4,356	4,356	4,356	4,356	4,356	4,356
LEMMON - AZ DPS	4,356	4,356	4,356	4,356	4,356	4,356	4,356	4,356
MILDRED - ASLD	2,700	2,400	2,400	2,400	2,400	2,400	2,400	2,400
RVFD - Rincon Valley Fire District	14,883	14,520	14,520	15,246	15,246	15,246	15,246	15,246
5149 - R & M MACH & EQ	**1,090,052**	**1,201,223**	**1,185,223**	**1,149,909**	**1,156,419**	**1,201,373**	**1,217,039**	**1,233,295**
Motorola SUA II	627,209	684,961	702,728	698,927	703,541	708,246	713,116	718,153
Motorola LMR Tech Support	119,500	120,695	120,695	123,974	125,214	130,223	135,432	140,848
NICE Audio Logging Service	86,238	86,238	77,105	87,704	87,704	122,268	127,159	132,245
Consultation Expense (T&M)	35,360	28,000	28,000	-	-	-	-	-
Logicalis Microwave Maintenance	-	16,000	-	-	-	-	-	-
Test Equipment Repair	9,800	7,500	7,500	9,800	9,800	9,800	9,800	9,800
Facilities Site Maintenance	14,187	40,050	31,416	21,884	22,540	23,216	23,913	24,630
Charges in from Fleet	1,000	865	865	1,000	1,000	1,000	1,000	1,000
Southwest HeliServices	1,195	1,178	1,178	1,200	1,200	1,200	1,200	1,200
CoT Smartnet CTM (IGA)	2,674	2,587	2,587	2,834	2,834	2,834	2,834	2,834
CoT Sonet (IGA)	11,873	23,149	23,149	12,585	12,585	12,585	12,585	12,585
CoT Network Sharing (IGA)	181,016	190,000	190,000	190,000	190,000	190,000	190,000	190,000
5150 - R & M BUILDINGS	**75**	**-**	**-**	**119**	**119**	**119**	**119**	**119**
5152 - NON MED PRO SRV	**293**	**-**	**-**	**341**	**341**	**341**	**341**	**341**
5162 - ADVERTISING	**-**	**1,000**	**1,000**	**-**	**-**	**-**	**-**	**-**
5203 - INTER SPL SV DR	**7,118**	**10,850**	**10,850**	**10,893**	**11,219**	**11,556**	**11,903**	**12,260**
5206 - ADMIN OH	**156,583**	**207,999**	**207,999**	**207,999**	**218,399**	**229,319**	**240,785**	**252,824**
5301 - ELECTRICITY	**45,794**	**55,517**	**55,517**	**56,627**	**57,760**	**58,915**	**60,093**	**61,295**
5306 - MOTOR POOL CHG	**48,438**	**57,865**	**53,065**	**53,281**	**55,945**	**58,743**	**61,680**	**64,764**
5309 - DUES MEMBERSHPS	**-**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
5312 - MISC CHARGES	**840**	**840**	**840**	**840**	**840**	**840**	**840**	**840**
5318 - GEN LIAB INS PR	**-**	**-**	**-**	**14,000**	**14,420**	**14,853**	**15,298**	**15,757**
5319 - PROPRTY DMG INS	**-**	**-**	**-**	**500**	**515**	**530**	**546**	**563**
5351 - ISFCOMPCHAR	**18,612**	**20,148**	**20,148**	**20,148**	**20,752**	**21,375**	**22,016**	**22,677**
5352 - ISFSERVER	**-**	**17,033**	**17,033**	**17,033**	**17,544**	**18,070**	**18,612**	**19,171**
5353 - ISFSOFTWARE	**5,460**	**6,810**	**6,810**	**6,810**	**7,014**	**7,225**	**7,441**	**7,665**
5360 - INTERNET	**637**	**-**	**-**	**800**	**800**	**800**	**800**	**800**
5361 - MOBLEDEVC	**8,421**	**16,200**	**16,200**	**16,200**	**16,200**	**16,200**	**16,200**	**16,200**
5362 - PORTCHRD	**41,376**	**60,918**	**60,918**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**
5504 - OFF MCH CMPT NC	**-**	**1,000**	**2,425**	**-**	**-**	**-**	**-**	**-**
5508 - OTH EQUIP NC	**23,056**	**1,000**	**1,000**	**-**	**-**	**-**	**-**	**-**
5564 - INVENTORY ADJ	**863**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Subtotal Operating Expenses	**1,682,479**	**1,943,637**	**1,928,162**	**1,981,127**	**2,015,433**	**2,096,511**	**2,146,723**	**2,204,146**
5564 - OTH EQUIP C	**11,194**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Subtotal Capital Expenses	**11,194**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
PCWIN Staff								
5400 - SALARY & WAGES	160,205	697,397	704,447	705,737	719,852	734,249	748,934	763,912
5409 - FICA & MEDICARE	11,873	49,735	51,371	53,974	55,053	56,155	57,278	58,423
5410 - UNEMPLOYMENT	159	499	516	550	561	572	584	595
5411 - HLTH INS PREM	10,383	82,784	83,003	66,422	67,750	69,105	70,488	71,897
5412 - WORKERS COMP	360	1,652	1,643	1,694	1,728	1,762	1,798	1,834
5413 - LIFE INSURANCE	64	344	369	340	347	354	361	368
5416 - RETR AZ ST	17,944	75,637	78,301	81,019	82,639	84,292	85,978	87,698
5422 - DENTAL INS PREM	47	299	1,039	945	964	983	1,003	1,023
5423 - INTER SALARY CR	-	-	-	-	-	-	-	-
5424 - INTER SALARY DR	24,211	45,543	45,543	35,281	35,987	36,707	37,441	38,190
5425 - INTER FRINGE CR	-	-	-	-	-	-	-	-
5426 - INTER FRINGE DR	11,365	17,252	17,252	13,870	14,148	14,431	14,719	15,014
5427 - LDFRCR	-	(18,192)	(17,369)	(11,303)		-	-	-
5428 - LDFRDR	296	20,477	5,819	2,134	2,176	2,220	2,264	2,309
5429 - LDSALCR	-	(61,026)	(64,045)	(41,180)		-	-	-
5430 - LDSALDR	1,694	62,822	20,505	7,519	7,669	7,822.27	7,979	8,138.29
5431 - BUDGTD BENEFITS	-	4,287	-	-	-	-	-	-
5440 - SICK PAYOUT	-		-	-	-	-	-	-
5441 - VACTN PAYOUT	-	-	-	-	-	-	-	-
5457 - HSACONTRIB	-	-	-	10,000	10,200	10,404	10,612	10,824
Subtotal Personnel Services	**238,602**	**979,510**	**928,394**	**927,002**	**999,074**	**1,019,056**	**1,039,437**	**1,060,226**
Wireless Staff								
5400 - SALARY & WAGES	622,305	141,157	145,609	-	-	-	-	-
5409 - FICA & MEDICARE	47,456	12,728	13,059	-	-	-	-	-
5410 - UNEMPLOYMENT	642	136	137	-	-	-	-	-
5411 - HLTH INS PREM	72,041	18,003	18,554	-	-	-	-	-
5412 - WORKERS COMP	1,450	308	364	-	-	-	-	-
5413 - LIFE INSURANCE	301	64	72	-	-	-	-	-
5416 - RETR AZ ST	71,920	18,099	18,582	-	-	-	-	-
5422 - DENTAL INS PREM	543	310	339	-	-	-	-	-
5424 - INTER SALARY DR	-	-	-	-	-	-	-	-
5426 - INTER FRINGE DR	-	(4,548)	(4,548)	-	-	-	-	-
5427 - LDFRCR	(13,632)	5,120	5,119	-	-	-	-	-
5428 - LDFRDR	-	(15,256)	(15,257)	-	-	-	-	-
5429 - LDSALCR	(50,255)	15,703	15,611	-	-	-	-	-
5430 - LDSALDR	-	-	-	-	-	-	-	-
5431 - BUDGTD BENEFITS	-	-	-	-	-	-	-	-
5440 - SICK PAYOUT	-	-	-	-	-	-	-	-
5441 - VACTN PAYOUT	3,582	-	-	-	-	-	-	-
Subtotal Personnel Services	**756,352**	**191,824**	**197,641**	**-**	**-**	**-**	**-**	**-**

Board Approved

FY17-2018 BUDGET STATEMENT FORM
Organization: B291 & B265
Fund: 2101
PCWIN Special Revenue Fund

	FY2015-16 Actuals	FY2016-17 Revised Budget	FY2016-17 Forecast	FY2017-18 Requested	FY2018-19 Forecasted	FY2019-20 Forecasted	FY2020-21 Forecasted	FY2021-22 Forecasted
Total Personnel Services	994,954	1,171,334	1,126,035	927,002	999,074	1,019,056	1,039,437	1,060,226
TOTAL EXPENSE	2,688,627	3,114,971	3,054,197	2,908,129	3,014,507	3,115,566	3,186,160	3,264,372
OPERATING INCOME / LOSS	270,945	(207,284)	(97,429)	80,667	150,617	49,740	156,041	77,992
FUND IMPACT								
BEGINNING FUND BALANCE	1,403,815	1,374,760	1,374,760	1,277,331	1,357,998	1,508,615	1,558,355	1,714,395
TRANSFER OUT INFRASTRUCTURE REPLACEMENT	(300,000)	-	-	-				
ENDING FUND BALANCE	1,374,760	1,167,475	1,277,331	1,357,998	1,508,615	1,558,355	1,714,395	1,792,388
REQUIRED OPERATIONAL FUND BALANCE	336,078	389,371	381,775	363,516	376,813	389,446	398,270	408,046
PROJECTED ENDING FUND BALANCE AFTER RESERVE REQUIREMENT IS MET	1,038,681	778,104	895,556	994,482	1,131,802	1,168,909	1,316,125	1,384,341
Annual Fee Rate	$33		$33	$33	$35	$35	$37	$37

Board Approved

Council-Regular Meeting **D1**

Meeting Date: 05/02/2017

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: May 2, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2017.011: Relating to Animal Control; amending Title 6 (Animal Control) of the Marana Town Code by replacing existing Title 6 with a comprehensive rewrite of Title 6; and designating an effective date (Jane Fairall)

Resolution No. 2017-039: Relating to Animal Control; declaring as a public record filed with the Town Clerk the comprehensive rewrite of Marana Town Code Title 6 (Animal Control) adopted by Ordinance No. 2017.011 (Jane Fairall)

Discussion:

On March 14, 2017, the Town Council voted to direct staff to move forward with bringing animal control enforcement in-house and to contract with outside organizations for sheltering and other necessary services. At that time, staff advised Council that changes to the Marana Town Code, Title 6 Animal Control, would be necessary.

The proposed ordinance on tonight's agenda will accomplish a comprehensive rewrite of Title 6. Many of the changes are not substantive in nature, but are proposed to provide better organization to the title, to improve upon vague or ambiguous language, to remove repetition, and to provide necessary updates given the current state of the law and best practices.

Other proposed revisions are substantive in nature and include the following:

- Enforcement. Current Town Code provides that Pima Animal Care Center is the Town's animal enforcement agent. A new definition in Section 6-1-1 and new Chapter 6-2 establish the town enforcement agent as the person who is designated by the Town Manager to be responsible for the enforcement of this title, as well as any deputies designated by the town enforcement agent or new title 6. The chapter also authorizes the appointment of animal control officers, specifies the enforcement powers and authority of animal control officers,

peace officers, and code enforcement officers, and describes the procedures for issuing a citation and commencing an action for violation of Title 6. New Section 6-2-5 makes it a class 1 misdemeanor to interfere with any town enforcement agent performing official duties.

- Tie outs. Current Town Code allows tie outs that are at least 10 feet in length and deems them to be "adequate exercise space" for an animal. In contrast, both Tucson and Pima County ban tie outs. In the proposed ordinance the reference to tie outs as "adequate exercise space" has been removed, but tie outs are not banned outright. Rather, if a tie out causes an animal to be subject to cruelty or neglect, as those offenses are described in Sections 6-6-1 and 6-6-2, an animal control officer or other town enforcement agent can take appropriate action, including issue a citation and impounding the animal if necessary.
- Hoarding. The proposed ordinance adds new Section 6-6-5 to the cruelty and neglect chapter which specifically prohibits animal hoarding. Most jurisdictions do not have a specific hoarding prohibition but use existing cruelty and neglect provisions for hoarding cases. The proposed hoarding section prohibits a person from possessing, keeping, harboring or maintaining 10 or more animals under circumstances injurious to the health or welfare of any animal or person, which could include unsanitary, overcrowded or other inhumane conditions, the failure to provide appropriate medical care, water or food, and abandonment. If a person is convicted of violating the animal hoarding section, the court may order the person to undergo a mental health evaluation and appropriate treatment.
- Community cat program. The proposed ordinance includes a definition for "community cat program" as a "program in which healthy, free-roaming cats are humanely trapped or otherwise humanely captured, sterilized, vaccinated against rabies, ear-tipped, and returned to the location where they were found." Additionally, new Section 6-8-2(D) provides that a cat that is impounded and eligible for a "community cat program" may be sterilized and released prior to the expiration of the mandatory 72-hour hold period. These provisions do not obligate the Town to establish a community cat program or to do trap-neuter-release for feral cats, but it allows it as a possibility under appropriate circumstances.
- Confined space. New Section 6-6-3 prohibits leaving animals in confined spaces, such as hot cars. Current code has a provision prohibiting this behavior under the general neglect section. For the sake of clarity and understanding, staff felt it was appropriate to prohibit this conduct specifically as provided in new Section 6-6-3.
- Vicious/Destructive/Dangerous animals. Current Town Code includes Chapter 6-5 (Vicious and Destructive Animals) and Chapter 6-6 (Dangerous Animals). The two chapters contain similar provisions which are repetitive and somewhat confusing. In the proposed ordinance, Chapter 6-7 (Vicious and Destructive Animals) and Chapter 6-8 (Removal, Impoundment, Forfeiture and Disposition of Animals) address the relevant issue surrounding vicious animals. Pursuant to these provisions the Town may impound an animal if there is probable cause to believe it is vicious, give notice to the owner, collect a bond from the owner, and request a hearing before the magistrate to see if the animal should be returned to the owner or forfeited. The burden of proof is on the town to prove the dog is vicious. This procedure is substantially the same as the procedure used by Tucson and Pima County for "vicious or destructive" animals.
- Dogs at large/on school grounds/excessive animal noise. In the current Town Code, provisions prohibiting dogs at large and dogs on school grounds are classified as criminal offenses, specifically class 2 misdemeanors. In the proposed ordinance, these offenses will be reclassified as civil offenses, unless the animal's owner has previously been convicted of the same offense within the previous 12 months, in which case the violation will be a class 2

misdemeanor. The proposed ordinance contains the same provision for excessive animal noise (i.e., barking dogs), which are currently classified as civil infractions only.

Attached is a clean version of new Title 6 for adoption, as well as a redlined comparison of new Title 6 to existing Title 6.

Staff Recommendation:

Staff recommends approval of the amended Marana Town Code Title 6 (Animal Control).

Suggested Motion:

I move to adopt Ordinance No. 2017.011, amending Title 6 (Animal Control) of the Marana Town Code by replacing existing Title 6 with a comprehensive rewrite of Title 6; and Resolution No. 2017-039, declaring the rewrite of Title 6 a public record.

Attachments

Ordinance No. 2017.011
Resolution No. 2017-039
Exhibit A to Resolution - New Title 6
Redlined comparison of old/new Title 6

MARANA ORDINANCE NO. 2017.011

RELATING TO ANIMAL CONTROL; AMENDING TITLE 6 (ANIMAL CONTROL) OF THE MARANA TOWN CODE BY REPLACING EXISTING TITLE 6 WITH A COMPREHENSIVE REWRITE OF TITLE 6; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. §§ 9-240, 9-499.04, 9-500.32, 11-1018, 11-1029, 13-2910, and 13-4281 to adopt animal control regulations; and

WHEREAS the Town Council finds that the animal control regulations established by this ordinance are necessary for the public health, safety and general welfare of the Town of Marana.

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

SECTION 1. Existing Title 6 of the Marana Town Code "Animal Control" is hereby replaced with the comprehensive rewrite of Marana Town Code Title 6 "Animal Control," one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and attached as Exhibit A to Resolution No. 2017-039 of the Town of Marana, Arizona, and is hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. The following penalty clauses are included in the comprehensive rewrite of Title 6 "Animal Control":

6-2-5 Unlawful interference with town enforcement agent; classification

[Paragraph A does not have any penalty clauses]

B. Violation of this section is a class 1 misdemeanor.

6-3-1 Vaccination required; classification

[Paragraph A does not have any penalty clauses]

B. Any person who fails to comply with this section is guilty of a class 2 misdemeanor.

6-3-4 License required; classification

[Paragraph A does not have any penalty clauses]

B. Any person who fails to comply with this section is guilty of a class 2 misdemeanor.

6-3-8 License fee exemptions; false certification; classification; sanction

[Paragraphs A through C do not have any penalty clauses]

D. A person who makes a false certification pursuant to paragraph A of this section is guilty of a petty offense and subject to a fine of not more than $50.

6-3-9 Transfer of license; fee; classification

[Paragraphs A through C do not have any penalty clauses]

D. Failure to comply with this section is a civil infraction.

6-3-11 Tag required; exceptions; classification

[Paragraphs A and B do not have any penalty clauses]

C. Failure to comply with this section is a class 2 misdemeanor.

6-3-13 Counterfeiting or transferring of tags prohibited; classification

[Paragraph A does not have any penalty clauses]

B. Violation of this section is a class 2 misdemeanor.

6-4-1 Dogs at large prohibited; exceptions; classification

[Paragraphs A through C do not have any penalty clauses]

D. Except as otherwise provided in this section, violation of this section is a civil infraction.

E. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

6-4-3 Dogs on school grounds prohibited; exceptions; classification

[Paragraphs A and B do not have any penalty clauses]

C. Except as otherwise provided in this section, violation of this section is a civil infraction.

D. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

6-5-1 Dog waste removal; exceptions; classification

[Paragraphs A through C do not have any penalty clauses]

D. Violation of this section is a civil infraction.

6-6-1 Cruelty prohibited; classification; penalty

[Paragraph A does not have any penalty clauses]

B. Violation of this section is a class 1 misdemeanor.

C. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up

to three years and that the animal(s) which is the subject of this action be forfeited to the town enforcement agent.

6-6-2 Neglect prohibited; classification; penalty

[Paragraphs A and B do not have any penalty clauses]

C. Violation of this section is a class 1 misdemeanor.

D. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to three years and that the animal(s) which is the subject of this action be forfeited to the town enforcement agent.

6-6-3 Confinement of animals in motor vehicles prohibited; exceptions; authority; classification

[Paragraphs A through E do not have any penalty clauses]

F. Violation of this section is a class 1 misdemeanor.

6-6-4 Duty to obtain or render aid to animal struck by vehicle

[Paragraph A does not have any penalty clauses]

B. Violation of this section is a class 1 misdemeanor.

6-6-5 Animal hoarding prohibited; exception; definitions; penalty; classification

[Paragraphs A through C do not have any penalty clauses]

D. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order one or more of the following:

1. That the person complete a court-approved mental health evaluation and any recommended treatment at the convicted person's expense.
2. That the person shall not be permitted to own, possess, keep, harbor, or maintain any animal for a period of up to three years.
3. That the person submit to periodic property inspections by any town enforcement agent.

E. Violation of this section is a class 1 misdemeanor.

6-7-1 Keeping vicious or destructive animals prohibited; exceptions; classification

[Paragraphs A and B do not have any penalty clauses]

C. Violation of this section is a class 1 misdemeanor.

6-7-2 Prohibited acts; classification; defenses

A. The owner of any animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.

B. The owner of any animal that destroys, damages, or causes damage to the property of another person is guilty of a class 1 misdemeanor.

[Paragraph C does not have any penalty clauses]

6-7-3 Restitution

In addition to any other penalty, if a victim suffers economic loss as a result of a violation of this chapter, the court shall order the owner to pay restitution to the victim, in the full amount of the victim's economic loss, as determined by the court. This remedy shall not abridge any civil cause of action by the victim.

6-7-4 Quarantine of biting animals; reporting; handling and destruction; exception; classification

[Paragraphs A through J do not have any penalty clauses]

K. Failure to comply with this section is a class 1 misdemeanor.

6-8-7 Findings of court after hearing

[Paragraphs A and B do not have any penalty clauses]

C. In addition to any other penalty or order, if the town magistrate finds that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, the court shall order one or more of the following:

1. That the animal be kept in an enclosure that is secure enough that the animal cannot bite, harm or injure anyone outside the enclosure, and cannot escape, as follows:

    a. The court shall determine the appropriate fencing requirements for the size and nature of the animal. The court may require a fence, including gates to be six feet in height; a fence five to six feet in height to incline to the inside of the confinement area at a 45 degree angle from the vertical; or that the confinement area be wholly covered by a material strong enough to keep the animal from escaping.

    b. The court may require the bottom of the confinement area to be of concrete, cement or asphalt, or of blocks or bricks set in concrete or cement; or if the bottom is not provided, then a footing of such material shall be placed along the whole perimeter of the confinement area to a depth of one foot below ground level, or deeper if required by the court.

    c. The court may require the gates to the confinement area to be locked at all times with a padlock except while entering or exiting.

2. That the animal be muzzled and restrained whenever the animal is outside its enclosure with a leash, chain, rope or similar device not more than six feet in length sufficient to restrain the animal, and under the control of a person capable of preventing the animal from engaging in any prohibited behavior.

3. That the owner of the vicious animal display on every gate or entry way to the enclosure where the animal is kept a sign in three-inch letters, easily readable by the public, using the words "Vicious Animal."

4. That the owner maintain liability insurance in a single incident amount of at least $250,000 for bodily injury or death of any person or for damage to property caused by the vicious animal.

5. That the animal's owner pay the reasonable cost to the town enforcement agent to tattoo the animal with an identification number. The town enforcement agent shall maintain a registry of the numbers and the owners of the animals.

6. That the animal be spayed or neutered at the owner's expense.

7. That the animal be defanged or declawed.

8. That the animal be banished from the town limits, after first being spayed or neutered, microchipped and tattooed by a licensed veterinarian at the owner's expense.

9. That the animal be forfeited to the town enforcement agent for transfer to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals, as described in section 6-8-10.

10. That the animal be humanely destroyed.

[Paragraph D does not have any penalty clauses]

6-8-9 Vicious or destructive animals; required acts and unlawful activities; classification

[Paragraphs A through E do not have any penalty clauses]

F. Violation of this section is a class 1 misdemeanor.

6-8-10 Duty to produce; exemption; classification

[Paragraphs A and B do not have any penalty clauses]

C. Violation of this section is a class 1 misdemeanor.

6-9-1 Excessive noise prohibited; classification

[Paragraphs A and B do not have any penalty clauses]

C. Except as otherwise provided in this section, violation of this section is a civil infraction.

D. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. 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 5. 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 6. This ordinance shall become effective on July 1, 2017.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 2nd day of May, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2017-039

RELATING TO ANIMAL CONTROL; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE COMPREHENSIVE REWRITE OF MARANA TOWN CODE TITLE 6 (ANIMAL CONTROL) ADOPTED BY ORDINANCE NO. 2017.011

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the comprehensive rewrite of Marana Town Code Title 6 (Animal Control), a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 2nd day of May, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TITLE 6. ANIMAL CONTROL

CHAPTER 6-1. DEFINITIONS

6-1-1 Definitions

The following definitions shall apply throughout this title unless the context clearly indicates otherwise.

A. "Altered dog" means a spayed female or neutered male dog.

B. "Animal" means every non-human mammalian species of animal, both domestic and wild.

C. "At large" means being neither confined by an enclosure nor physically restrained by a leash.

D. "Bite" means any penetration of the skin by the teeth of any animal.

E. "Collar" means a band, chain, harness or suitable device worn around the neck of a dog to which a dog license tag may be affixed.

F. "Community cat program" means a program in which healthy, free-roaming cats are humanely trapped or otherwise humanely captured, sterilized, vaccinated against rabies, ear-tipped, and returned to the location where they were found.

G. "Destructive animal" means any animal that has a propensity to destroy, damage, or cause damage to the property of a person other than the animal's owner.

H. "Dog" means any member of the canine species.

I. "Domestic animal" means any of various animals that have been tamed and made fit for a human environment.

J. "Household" means all those persons who regularly dwell together at the same place of residence.

K. "Impound" means the act of taking or receiving an animal into custody for the purpose of confinement at a shelter or pound approved by the town enforcement agent.

L. "Leash" or "lead" means a chain, rope, leather strap, cord or similar restraint attached to a collar or harness or otherwise secured around an animal's neck.

M. "Licensed dog" means any dog having a current license.

N. "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.

O. "Owner" means any person owning, keeping, possessing, harboring, maintaining or having custody or otherwise having control of an animal within the town limits.

P. "Police dog" means any dog belonging to any law enforcement agency service dog unit.

Q. "Property line" means the line which represents the legal limits of property (including an apartment, condominium, room or other dwelling unit) owned, leased or otherwise occupied by a person, business, corporation or institution. In cases involving sound from an

activity on a public street or other public right-of-way, the "property line" shall be the nearest boundary of the public right-of-way.

R. "Provocation" means any behavior toward an animal or its owners or its owner's property which is likely to cause a defensive reaction by the animal.

S. "Service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purpose of this definition. A dog does not necessarily require certification in order to be a service animal for purposes of this definition; however, to be eligible for no cost licensing pursuant to this title, the dog must be certified in writing as a service animal.

T. "Tie out" means a chain, leash, wire cable or similar restraint attached to a swivel or pulley.

U. "Town enforcement agent" means that person who is designated by the town manager to be responsible for the enforcement of this title and any deputies designated by the town enforcement agent or this title.

V. "Vaccination" means an anti-rabies vaccination using a type of vaccine approved by the state veterinarian and administered by a state licensed veterinarian.

W. "Vicious animal" means any animal that has a propensity to attack, to cause injury to, or to otherwise endanger the safety of human beings or domestic animals without provocation, or that has been so declared after a hearing before the town magistrate.

CHAPTER 6-2. ENFORCEMENT

6-2-1 Powers and duties of town enforcement agent

A. The town enforcement agent shall:

1. Enforce the provisions of this title.

2. Issue citations for the violation of the provisions of this title.

B. The town enforcement agent may designate deputies to carry out the powers and duties set forth in this section.

6-2-2 Appointment of animal control officers; authority

A. The appointment of town animal control officers is hereby authorized.

B. Animal control officers shall be designated as deputies to the town enforcement agent and may commence an action or proceeding before a court for any violation of this title or any state statute relating to rabies or animal control that occurs within the jurisdiction of the town.

6-2-3 Peace officer authority; code compliance officer authority

A. Any peace officer is hereby designated a deputy to the town enforcement agent and is authorized and empowered to enforce the provisions of this title and to issue citations for violations of it.

B. Any code compliance officer, as defined in chapter 1-9 of this code, is hereby designated a deputy to the town enforcement agent and is authorized and empowered to enforce the provisions of this title that are classified as civil offenses and to issue citations for violations of those civil offenses.

6-2-4 Commencement of action

A. An animal control officer or a peace officer may commence an action for violation of this title by issuing and personally serving an Arizona traffic ticket and complaint as provided in A.R.S. §13-3903, except that an animal control officer shall not make an arrest before issuing the ticket and complaint.

B. A code compliance officer may commence an action for a civil violation of this title by issuing a uniform civil code complaint pursuant to chapter 5-7 of this code.

C. The town attorney or designee may commence an action for violation of this title by filing a long form civil code complaint with the Marana municipal court. Upon receipt of the long form civil code complaint, the Marana municipal court shall issue a summons.

D. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. §13-3899.

6-2-5 Unlawful interference with town enforcement agent; classification

A. It shall be unlawful for any person to interfere with the town enforcement agent or any deputy authorized to enforce this title in the performance of his duties, or to release any animal duly impounded.

B. Violation of this section is a class 1 misdemeanor.

6-2-6 Enforcement; continuing violations

A. Civil violations of this title may be enforced pursuant to the provisions of chapter 5-7 or in any manner provided by town ordinances and state laws.

B. Criminal violations of this title shall be enforced in any manner provided by town ordinances and state laws.

C. Any person violating the provisions of this title shall be responsible or guilty of a separate offense for each and every day or portion of a day during which any violation of this title is committed or permitted.

CHAPTER 6-3. VACCINATION AND LICENSING OF DOGS

6-3-1 Vaccination required; classification

A. It shall be unlawful to own, keep, possess, harbor or maintain a dog over the age of three months in the town unless it is vaccinated in accordance with the requirements of this chapter.

B. Any person who fails to comply with this section is guilty of a class 2 misdemeanor.

6-3-2 Type of vaccination

The type or types of anti-rabies vaccination that may be used for vaccination of dogs, the period of time between vaccination and revaccination, and the dosage and method of administration of the vaccine shall be in accordance with the rules and regulations designated by the state veterinarian.

6-3-3 Vaccination certificate

The person causing a dog to be vaccinated shall demand and be given an official certificate of vaccination that includes the owner's name and address, a brief description of the dog, the date and type of vaccination, the manufacturer and serial number of the vaccine used, and the date the dog is due for revaccination.

6-3-4 License required; classification

A. It shall be unlawful to own, keep, possess, harbor or maintain a dog over the age of three months in the town for more than 30 days without having the dog licensed in accordance with the requirements of this chapter.

B. Any person who fails to comply with this section is guilty of a class 2 misdemeanor.

6-3-5 Vaccination certificate prerequisite to license

No license shall be issued for any dog until the owner has presented a vaccination certificate signed by a licensed veterinarian containing the information required by this chapter.

6-3-6 Vaccination outside the state

A dog vaccinated in any other state prior to entry into the town may be licensed in the town, provided that, at the time of licensing, the dog's owner presents a vaccination certificate signed by a duly licensed veterinarian and the certificate contains the information required by this chapter.

6-3-7 License fees; rebate; delinquency penalties

A. No dog license shall be issued by the town until the dog owner has paid a license fee, in an amount established by a fee schedule adopted by the council and amended from time to time.

B. Any person who presents to the town an affidavit or veterinarian's certificate stating that the dog is already altered, that the dog is at least ten years old, or that the dog cannot be altered for health reasons, shall be eligible for the altered dog fee.

C. Any person 65 years of age or older shall be eligible for the senior citizen license fee. The town shall establish reasonable standards of proof for eligibility. No more than four dogs per household shall be licensed at the senior citizen rate.

D. Any person who presents to the town a statement from a qualified health care professional certifying that the person has a disabling condition as defined by the Americans with Disabilities Act shall be eligible for the disabled citizen license fee.

E. Any person who has paid the license fee for an unaltered dog who, during the license year, presents to the town a statement from a veterinarian certifying that the licensed animal has been altered shall be entitled to a rebate. The rebate shall be the difference between the fee paid and the fee for an altered dog.

F. Any person who fails to license a dog when the dog reaches three months of age or who fails to timely renew a license upon expiration of a license previously issued under this chapter, shall be charged a delinquent penalty in an amount established by a fee schedule adopted by the council and amended from time to time.

6-3-8 License fee exemptions; false certification; classification; sanction

A. A service animal, or an animal training to be a service animal, as defined in A.R.S. § 11-1024, shall be licensed without paying a license fee. An applicant for a license fee waiver for a service animal must sign a written certification in substantially the same language as in A.R.S. § 11-1008(F)(2) certifying that the animal is a service animal or in training to be a service animal.

B. An active working police dog belonging to a law enforcement agency, an active working fire dog belonging to a fire department, an active working military dog belonging to the United States armed forces, or an altered retired police, fire, or military dog, shall be licensed without paying a license fee. An applicant for a license fee waiver for a police, fire, or military dog shall provide adequate proof satisfactory to the town enforcement agent that the dog is an active working or altered retired police, fire, or military dog.

C. A search and rescue dog shall be licensed without paying a license fee. An applicant for a license fee waiver for a search and rescue dog shall provide adequate proof satisfactory to the town enforcement agent that the dog is a search and rescue dog.

D. A person who makes a false certification pursuant to paragraph A of this section is guilty of a petty offense and subject to a fine of not more than $50.

6-3-9 Transfer of license; fee; classification

A. Whenever the ownership of a dog changes, the new owner shall secure a transfer of the dog's license.

B. The releasing owner shall provide the new owner's name, address and phone number and the dog's age, sex and license number to the town enforcement agent within ten days of transfer.

C. A transfer fee in an amount established by a fee schedule adopted by the council and amended from time to time shall be charged to transfer any license.

D. Failure to comply with this section is a civil infraction.

6-3-10 Issuance, contents of dog license tag

The town enforcement agent shall issue or cause to be issued a durable dog license tag, imprinted with the license number, to the owner of each dog licensed under this chapter.

6-3-11 Tag required; exceptions; classification

A. The dog license tag provided by the town enforcement agent shall be affixed to a collar provided by the dog's owner and worn at all times by the dog.

B. Properly vaccinated and licensed dogs need not wear a collar with the license tag affixed in the following circumstances:

1. While being exhibited at or transported to and from an American Kennel Club approved show;

2. While engaged in or transported to and from races approved by the Arizona Racing Commission; or

3. While acting as a police dog.

C. Failure to comply with this section is a class 2 misdemeanor.

6-3-12 Duplicate tags, fee

Whenever a dog license tag is lost, a duplicate tag will be issued upon application by the owner and the payment of a fee to the town enforcement agent in an amount established by a fee schedule adopted by the council and amended from time to time.

6-3-13 Counterfeiting or transferring of tags prohibited; classification

A. It shall be unlawful to counterfeit or attempt to counterfeit an official dog license tag, or to remove a dog's license tag and place it on another dog.

B. Violation of this section is a class 2 misdemeanor.

CHAPTER 6-4. DOGS AT LARGE; DOGS ON SCHOOL GROUNDS

6-4-1 Dogs at large prohibited; exceptions; classification

A. Any dog owned, possessed, harbored, kept or maintained on public streets, sidewalks, alleys, parks or other public property shall be restrained by a leash, chain, rope, cord or similar device.

B. Any dog owned, possessed, kept, harbored or maintained upon or about the private property of any person, including the property of the dog's owner, shall be confined inside a house or other building, or confined by a fence or similar enclosure of sufficient strength and height, to prevent the dog from escaping from the property.

C. Dogs may be at large as an exception to this section under the following circumstances:

1. While participating in field trials, obedience classes or kennel club events, or while engaging in races approved by the Arizona Racing Commission, provided that the dog is accompanied by and under the control of the dog's owner or trainer.
2. While being used or trained for legal hunting or for control of livestock.
3. While assisting a peace officer engaged in law enforcement duties.
4. While within a county- or town-maintained temporary or permanent dog park.
5. While acting as a service animal and assisting an individual with a disability and only if the individual with a disability is unable because of the disability to restrain the service animal by leash, chain, rope, cord or similar device, or the use of a leash, chain, rope, cord or similar device would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the individual's control, by voice control, signals or other effective means.

D. Except as otherwise provided in this section, violation of this section is a civil infraction.

E. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

6-4-2 Liability for dogs at large

Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog owner or person or persons responsible for the dog when such damages were inflicted.

6-4-3 Dogs on school grounds prohibited; exceptions; classification

A. It shall be unlawful to bring a dog onto the grounds of any school, regardless of whether the dog is on a leash.

B. Dogs may be on school grounds as an exception to this section under the following circumstances:

1. While participating as part of a formal school activity or event.
2. While acting as a service animal to an individual with a disability, as defined in this title.
3. While assisting a peace officer engaged in law enforcement duties.

C. Except as otherwise provided in this section, violation of this section is a civil infraction.

D. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

CHAPTER 6-5. DOG WASTE REMOVAL

6-5-1 Dog waste removal; exceptions; classification

A. It shall be unlawful for the owner or person having custody of any dog to fail immediately to remove and dispose of in a sanitary manner any solid waste deposited by the dog on public property or on private property without the consent of the person in control of the property.

B. It shall be unlawful for the owner, proprietor, agent or occupant of any premises where dogs are kept to deposit, cause to be deposited, or allow to accumulate, within or about the premises, any solid wastes from dogs in such a manner that the waste creates an unsanitary condition or is a health hazard to humans or animals. This paragraph applies to private property, including property owned, leased or controlled by the owner of the dog.

C. Paragraph A of this section shall not apply to blind persons, persons with mobility disabilities, or police officers or other law enforcement officers accompanied by police dogs while on emergency.

D. Violation of this section is a civil infraction.

CHAPTER 6-6. CRUELTY AND NEGLECT OF ANIMALS

6-6-1 Cruelty prohibited; classification; penalty

A. It shall be unlawful for a person having care, control, charge, or custody of any animal, either as owner or otherwise, to:

1. Overdrive, overload, overwork, torture, torment, cruelly beat, mutilate or unlawfully kill the animal.
2. Cause or procure an animal to be overdriven, overloaded, driven when overloaded, overworked, tortured, tormented, cruelly beaten, mutilated or killed.
3. Inflict unnecessary cruelty upon the animal.
4. Cruelly drive or work the animal when unfit for labor.
5. Cruelly abandon the animal.
6. Carry or cause the animal to be carried in or upon a vehicle or otherwise, in an unnecessarily cruel or inhumane manner.
7. Knowingly and willfully authorize or permit the animal to be subjected to unreasonable or unnecessary torture, suffering or cruelty of any kind.

B. Violation of this section is a class 1 misdemeanor.

C. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to three years and that the animal(s) which is the subject of this action be forfeited to the town enforcement agent.

6-6-2 Neglect prohibited; classification; penalty

A. The purpose of this section is to guarantee that animals under human custody or control are housed in healthy environments and are provided with proper food, water, shelter, medical care, exercise space and ventilation.

B. Any person having care, control, charge, or custody of any animal, either as owner or otherwise, shall provide:

1. That the animal receives daily, food that is free from contamination and is of sufficient quantity and nutritive value to maintain the animal in good health;
2. That potable water is accessible to the animal at all times, either free-flowing or in a clean receptacle;
3. That except for livestock, all animals have convenient access to natural or artificial shelter throughout the year. Any such artificial shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements and of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, does not comply with this chapter. Any shelter, all bedding and any spaces accessible to the animal shall be maintained in a manner which minimizes the risk of the animal contracting disease, being injured or becoming infested with parasites;
4. That the animal receives care and medical treatment for debilitating injuries, parasites and diseases, sufficient to maintain the animal in good health and minimize suffering;
5. That the animal is given adequate exercise space within an enclosure that shall be constructed of material, and in a manner, to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition.

C. Violation of this section is a class 1 misdemeanor.

D. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to three years and that the animal(s) which is the subject of this action be forfeited to the town enforcement agent.

6-6-3 Confinement of animals in motor vehicles prohibited; exceptions; authority; classification

A. No person having charge or custody of an animal, as owner or otherwise, shall place or confine the animal or allow the animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or well-

being of the animal due to heat, lack of food or drink, or such other circumstances as may reasonably be expected to cause suffering, disability or death.

B. No person having dominion or control over a motor vehicle, as owner or otherwise, shall place or confine an animal or allow an animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or well-being of the animal due to heat, lack of food or drink, or such other circumstances as may reasonably be expected to cause suffering, disability, or death.

C. Nothing in this section shall be deemed to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.

D. Any town enforcement agent is authorized to use whatever force is reasonable and necessary to remove any animal from a vehicle whenever it appears that the animal's life or health is endangered.

E. No town enforcement agent shall be liable for damages to property caused by the use of reasonable force to remove an animal from a vehicle under the circumstances described in this section.

F. Violation of this section is a class 1 misdemeanor.

6-6-4 Duty to obtain or render aid to animal struck by vehicle

A. The driver of a vehicle that collides with an animal that is readily identifiable as a domestic animal shall make a reasonable effort to obtain aid for the animal or to render aid and assistance to the animal. A person may discharge his or her duty under this section by reporting the incident to 911 or to other appropriate authorities.

B. Violation of this section is a class 1 misdemeanor.

6-6-5 Animal hoarding prohibited; exception; definitions; penalty; classification

A. No person shall own, possess, keep, harbor, or maintain ten or more animals under circumstances injurious to the health or welfare of any animal or person. Circumstances injurious to the health or welfare of any animal or person may include, but are not limited to, the following:

1. Unsanitary, overcrowded, or other inhumane conditions; or
2. Failure to provide appropriate medical care; or
3. Failure to provide suitable water or food for the species; or
4. Abandonment.

B. Feral cats that are not domesticated, have become wild, or are free-roaming shall not be considered owned, possessed, kept, harbored, or maintained for purposes of this section.

C. For purposes of this section only, "animal" means a mammal, bird, reptile or amphibian, but excludes rodents, which may be controlled as otherwise allowed by the law of the state of Arizona. The exclusion of rodents from the definition of animal shall not apply to rodents

classified as fur-bearing animals as defined in A.R.S. §17-101, or to any particular rodent known by the person alleged to have violated this section to be kept as a pet, or any rodent clearly marked and denominated as being a pet, such as rodents wearing collars or harnesses.

D. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order one or more of the following:

1. That the person complete a court-approved mental health evaluation and any recommended treatment at the convicted person's expense.
2. That the person shall not be permitted to own, possess, keep, harbor, or maintain any animal for a period of up to three years.
3. That the person submit to periodic property inspections by any town enforcement agent.

E. Violation of this section is a class 1 misdemeanor.

CHAPTER 6-7. VICIOUS AND DESTRUCTIVE ANIMALS

6-7-1 Keeping vicious or destructive animals prohibited; exceptions; classification

A. It is unlawful for any person to keep, control, harbor or otherwise have under control any animal which is vicious or destructive.

B. This section does not apply to zoos, wild animal parks or animal shelters, or to persons who are in compliance with an order of the town magistrate issued pursuant to this title.

C. Violation of this section is a class 1 misdemeanor.

6-7-2 Prohibited acts; classification; defenses

A. The owner of any animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals is guilty of a class 1 misdemeanor.

B. The owner of any animal that destroys, damages, or causes damage to the property of another person is guilty of a class 1 misdemeanor.

C. It shall be an affirmative defense to the provisions of this section if the animal is:

1. Not at large and there is provocation; or
2. The dog is a police dog under the command of its trainer.

6-7-3 Restitution

In addition to any other penalty, if a victim suffers economic loss as a result of a violation of this chapter, the court shall order the owner to pay restitution to the victim, in the full amount of the victim's economic loss, as determined by the court. This remedy shall not abridge any civil cause of action by the victim.

6-7-4 Quarantine of biting animals; reporting; handling and destruction; exception; classification

A. Any unvaccinated dog or cat that bites any person shall be confined and quarantined in a shelter approved by the town enforcement agent or, upon request of and at the expense of the owner, at a veterinary hospital, for a period of not less than ten days.

B. If a dog that bites any person is properly vaccinated pursuant to chapter 6-3, the dog may be confined and quarantined for the ten-day period at the home of the dog's owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the town enforcement agent.

C. Any domestic animal other than a dog, a cat, or livestock that bites any person shall be confined and quarantined in a shelter approved by the town enforcement agent or, upon the request of and at the expense of the owner, at a veterinary hospital, for a period of not less than 14 days.

D. A caged or pet rodent or rabbit that bites a person may be confined and quarantined for the 14-day period at the home of the owner or where it is harbored or maintained with the consent of and in a manner prescribed by the town enforcement agent.

E. Livestock that bites any person shall be confined and quarantined in a manner regulated by the Arizona department of agriculture for a period of not less than 14 days.

F. Whenever an animal bites any person, the incident shall be reported to the town enforcement agent immediately by any person having direct knowledge.

G. The town enforcement agent may destroy any animal confined and quarantined pursuant to this section prior to the termination of the minimum confinement period for laboratory examination for rabies if:

1. The animal shows clear clinical signs of rabies; and

2. One of the following occurs:

a. The owner of the animal consents to its destruction; or

b. A court orders the animal's destruction.

H. The owner of any animal confined and quarantined pursuant to this section shall be responsible for any fees incurred by the town enforcement agent for the impounding, sheltering, and disposition of the animal.

I. Any animal quarantined pursuant to this section may be impounded and kept beyond the quarantine period pending the resolution of any criminal complaint or any hearing requested pursuant to section 6-8-6 arising out of or connected with the biting incident, provided that such complaint or request for hearing is filed within 30 days of the biting incident.

J. This section does not apply to a police dog that bites any person if the bite occurs while the dog is under proper law enforcement supervision and the care of a licensed veterinarian, except that the law enforcement agency shall notify the town enforcement agent if the dog

exhibits any abnormal behavior and shall make the dog available for examination at any reasonable time.

K. Failure to comply with this section is a class 1 misdemeanor.

CHAPTER 6-8. REMOVAL, IMPOUNDMENT, FORFEITURE AND DISPOSITION OF ANIMALS

6-8-1 Impoundment of unvaccinated and unlicensed dogs; vaccination; costs

A. Any town enforcement agent may apprehend and impound any unvaccinated or unlicensed dog.

B. The town enforcement agent is hereby authorized to have a licensed veterinarian vaccinate and issue a vaccination certificate for an impounded unvaccinated dog.

C. The owner of any dog impounded under this section may reclaim the dog at any time upon proof of ownership and payment of all costs and fees associated with the impoundment.

6-8-2 Impoundment of dogs at large; impoundment period; notice; costs

A. Any town enforcement agent may impound or cause to be impounded any dog running at large contrary to the provisions of chapter 6-4.

B. Each dog or cat that is impounded with a microchip or wearing a license or any other discernible form of owner identification shall be kept and maintained at a shelter approved by the town enforcement agent for a minimum of 120 hours, unless the animal is claimed or surrendered by its owner prior to the expiration of the impoundment period. The town enforcement agent shall promptly notify the animal's owner, in person or by written notice, of the impoundment. The owner may reclaim the animal within 120 hours from the date of the actual notice or mailing of notice, upon proof of ownership, current rabies vaccination and license, and payment of all costs and fees associated with the impoundment.

C. Except as otherwise set forth in this section, each dog or cat that is impounded without any discernable form of owner identification, shall be kept and maintained at a shelter approved by the town enforcement agent for a minimum of 72 hours, unless the animal is claimed or surrendered by its owner prior to the expiration of the impoundment period. The owner may reclaim the dog within the 72-hour impoundment period by securing a vaccination and a license for the dog, providing proof of ownership, and paying all costs and fees associated with the impoundment.

D. Any impounded cat that is eligible for a community cat program and that will be returned to the vicinity where the cat was originally captured may be exempted from the mandatory holding period required by this section. For purposes of this paragraph, "eligible" means a cat that is free-roaming, lacks discernible identification, is of sound health, and possesses its claws.

6-8-3 Impoundment of animals subject to cruelty or neglect and vicious or destructive animals

Any town enforcement agent is authorized and empowered to remove and impound any animal in plain view, or subject to a valid search warrant, if the agent has probable cause to believe any of the following:

A. That an animal is in distress caused by mistreatment, tie out, exposure to the elements, extremes of temperature, lack of adequate ventilation or drainage, lack of sanitation, deprivation of proper food or potable water, restraint, restriction of movement, confinement, lack of sufficient exercise space, constrictive gear, injury, illness, physical impairment, hoarding conditions as described in section 6-6-5, or parasites.

B. That an animal's well-being is threatened by a dangerous condition or circumstance and the agent has reason to believe either:

   1. That the distress of the animal or the dangerous condition or circumstance was caused or allowed to be caused by the willful act or omission or negligence of the owner; or

   2. That it is likely the animal would be in distress from any cause, or its well-being would be threatened by any dangerous condition or circumstance if the owner retains ownership of the animal.

C. That an animal is vicious or destructive or may be a danger to the safety of any person or other animal.

6-8-4 Notice to owner

A. Whenever the town removes or impounds any animal pursuant to section 6-8-3, if the owner is known, and unless the owner signs a statement permanently relinquishing ownership of the animal to the town enforcement agent, the owner shall be provided with a written notice of the impoundment by one or more of the following means:

   1. Personal service of the notice on the owner.

   2. Leaving a copy of the notice with a person of suitable discretion at the owner's residence or place of business.

   3. Affixing the notice in a conspicuous place where the animal was found.

   4. Mailing a copy of the notice to the owner's last-known address by registered or certified mail, return receipt requested.

B. The notice required by this section shall contain, at a minimum, the following information:

   1. The town's intent to file, within ten days of the owner's receipt of the written notice, a written request with the town magistrate for a hearing to determine if the animal should be returned to the owner or forfeited to the town enforcement agent.

   2. The owner's right to present witnesses and be represented by an attorney at the hearing.

3. The bond amount required pursuant to section 6-8-5, along with a statement that if the bond is not posted within ten days of the owner's receipt of the written notice, the animal shall be deemed forfeited to the town enforcement agent.

6-8-5 Bond

Whenever the town removes or impounds any animal pursuant to section 6-8-3 pending a hearing to determine if the animal should be returned to the owner or forfeited to the town enforcement agent, the owner must post 20 days of impoundment fees in advance as a bond to defray some of the costs of boarding and impoundment, and any necessary veterinary care for the animal.

6-8-6 Hearing; rules of hearing; remedies; testimony of defendant; appeal; costs

A. Upon receipt of a written request for a hearing regarding an animal impounded pursuant to section 6-8-3, the court shall set a hearing within 15 business days.

B. The hearing shall be held in an informal manner and is open to the public. Oral and documentary evidence may be taken from any interested party or witness and considered in making a determination. The rules of evidence do not apply, and hearsay is admissible.

C. Any owner who fails to appear after notice may be deemed to have waived any right to introduce evidence.

D. The town enforcement agent may be represented by the town attorney or designee.

E. The owner may be represented by counsel at the animal owner's cost.

F. Use of the civil procedures and remedies provided for in this chapter shall neither require nor preclude other enforcement action on the same facts, including a criminal prosecution of the owner. The civil procedures and remedies provided for in this chapter are remedial and not punitive, and are not precluded by an acquittal or conviction in a criminal proceeding.

G. This chapter shall not be construed as precluding the destruction of any animal if destruction is otherwise authorized by law, nor shall anything in this chapter be construed as precluding the spaying or neutering of any animal. If any provision of this chapter is in conflict with any other provisions of this code, the provisions of this chapter shall be controlling.

H. If a defendant testifies at a hearing held pursuant to this section, the defendant does not, by so testifying, waive the right to remain silent during the trial; and if the defendant does testify at the hearing, neither this fact nor the defendant's testimony at the hearing shall be mentioned at the trial unless the defendant testifies at the trial concerning the same matters.

I. Appeal of the decision of the town magistrate shall be by way of special action to the superior court on the record of the hearing. The appealing party shall bear the cost of preparing the record of the hearing on appeal. No appeal shall be taken later than 30 days after the town magistrate's decision. The owner must post a bond equivalent to 60 days of impoundment costs in order to perfect the appeal. Notice of the amount due shall be given to the owner by the town magistrate at the time of the hearing if forfeiture is ordered.

J. Unless good cause is shown, the animal's owner shall be responsible for all fees associated with the impoundment of an animal pursuant to section 6-8-3, including without limitation veterinary, removal, impoundment, boarding, microchipping, and disposition fees, until a final decision by the town magistrate, including the pendency of an appeal. No magistrate may waive or reduce any veterinary, impound or board fees resulting from the animal's impoundment unless the owner prevails at the hearing.

6-8-7 Findings of court after hearing

A. If the town magistrate finds from a preponderance of the evidence that the animal was subject to cruelty or neglect under the circumstances set forth in section 6-8-3(A) or (B), the town magistrate shall order the animal forfeited to the town enforcement agent.

B. If the town magistrate finds from clear and convincing evidence that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, then the town magistrate shall enter such orders as the magistrate deems necessary to protect the public, taking into account the recommendations of the town enforcement agent and the animal's owner.

C. In addition to any other penalty or order, if the town magistrate finds that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, the court shall order one or more of the following:

1. That the animal be kept in an enclosure that is secure enough that the animal cannot bite, harm or injure anyone outside the enclosure, and cannot escape, as follows:

   a. The court shall determine the appropriate fencing requirements for the size and nature of the animal. The court may require a fence, including gates to be six feet in height; a fence five to six feet in height to incline to the inside of the confinement area at a 45 degree angle from the vertical; or that the confinement area be wholly covered by a material strong enough to keep the animal from escaping.

   b. The court may require the bottom of the confinement area to be of concrete, cement or asphalt, or of blocks or bricks set in concrete or cement; or if the bottom is not provided, then a footing of such material shall be placed along the whole perimeter of the confinement area to a depth of one foot below ground level, or deeper if required by the court.

   c. The court may require the gates to the confinement area to be locked at all times with a padlock except while entering or exiting.

2. That the animal be muzzled and restrained whenever the animal is outside its enclosure with a leash, chain, rope or similar device not more than six feet in length sufficient to restrain the animal, and under the control of a person capable of preventing the animal from engaging in any prohibited behavior.

3. That the owner of the vicious animal display on every gate or entry way to the enclosure where the animal is kept a sign in three-inch letters, easily readable by the public, using the words "Vicious Animal."

4. That the owner maintain liability insurance in a single incident amount of at least $250,000 for bodily injury or death of any person or for damage to property caused by the vicious animal.
5. That the animal's owner pay the reasonable cost to the town enforcement agent to tattoo the animal with an identification number. The town enforcement agent shall maintain a registry of the numbers and the owners of the animals.
6. That the animal be spayed or neutered at the owner's expense.
7. That the animal be defanged or declawed.
8. That the animal be banished from the town limits, after first being spayed or neutered, microchipped and tattooed by a licensed veterinarian at the owner's expense.
9. That the animal be forfeited to the town enforcement agent for transfer to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals, as described in section 6-8-10.
10. That the animal be humanely destroyed.

D. If the owner fails to appear at the hearing, the town magistrate shall order the animal forfeited to the town enforcement agent.

6-8-8 Vicious or destructive animals; consent to inspection; inspection; order of compliance; seizure

A. By continuing to own an animal declared vicious or destructive, an owner gives consent to any town enforcement agent to inspect the animal declared vicious or destructive and the premises where the animal is kept.

B. Upon inspection, the town enforcement agent may seize and impound the animal if the owner has failed to comply with the town magistrate's order on disposition of the animal.

C. If the owner of the animal has not demonstrated compliance with the town magistrate's order within five days after the seizure of the animal, the town enforcement agent may humanely destroy the animal.

D. If the owner of the animal demonstrates proof of compliance with the town magistrate's order, then the animal will be returned to the owner after payment of impound fees and any other applicable fees.

E. Any action taken under this section shall be in addition to any available criminal penalties.

6-8-9 Vicious or destructive animals; required acts and unlawful activities; classification

A. An owner or any other person having control of an animal declared vicious or destructive shall not fail to comply with an order of the town magistrate regarding the animal.

B. An owner of an animal declared vicious or destructive shall not sell, give away, abandon or otherwise dispose of the animal without notifying the town enforcement agent in writing in advance.

C. An owner of an animal declared vicious or destructive shall provide proof of liability insurance and a veterinarian's certificate of spaying or neutering to the town enforcement agent upon demand, when applicable.

D. No person shall prevent or attempt to prevent inspection of an animal declared vicious or destructive or the premises where the animal is kept.

E. When the owner of an animal is notified that the town enforcement agent is evaluating an animal or wants to evaluate an animal to determine if the animal is vicious or destructive, the owner of the animal shall present the animal for inspection within 24 hours of a request by the town enforcement agent. The owner shall not sell, give away, hide or otherwise prevent the town enforcement agent from making an evaluation of the animal.

F. Violation of this section is a class 1 misdemeanor.

6-8-10 Duty to produce; exemption; classification

A. An owner of an animal charged with a violation of chapter 6-6 or chapter 6-7, or of an animal quarantined pursuant to section 6-7-4, shall produce that animal for inspection or impoundment upon the request of any town enforcement agent.

B. This section shall not apply where the violation in question occurred when the animal bit a member of the owner's household.

C. Violation of this section is a class 1 misdemeanor.

6-8-11 Authority to microchip

The town enforcement agent is authorized and empowered to place or cause to be placed an identity-tracing microchip in any animal impounded under this title.

6-8-12 Payment of costs and fees associated with impoundment

Except as otherwise provided in this title, all fees associated with the impoundment of an animal for any reason under the authority of this title, including without limitation veterinary, removal, impoundment, boarding, microchipping, and disposition fees, shall be paid by the animal's owner.

6-8-13 Disposition of animals

A. Any animal forfeited, abandoned, ownerless or unclaimed, and any other animals to be permanently disposed of by the town enforcement agent pursuant to this title shall be disposed of by one of the following methods.

1. Placed by adoption in a suitable home.

2. Transferred to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals. Transferred animals shall be disposed of by one of the following methods.

a. Placed by adoption in a suitable home after first being sterilized.

b. Released as part of a community cat program.

c. Humanely destroyed.

3. Humanely destroyed.

B. As a condition of any transfer of animals pursuant to this section, the town enforcement agent shall verify that any organization that receives animals is organized for the pursuit of animal welfare activities, is actively engaged in those activities, does not breed nor release unsterilized animals, releases animals only through community cat programs or through adoption or fostering into suitable homes after first being sterilized, and complies with the sterilization and placement provisions of this title, and all applicable laws. Verification shall include announced and unannounced inspections of the organization's facilities and records. The town enforcement agent may repossess any animals and their offspring from any organization that is not in compliance with these conditions, and shall repossess these animals if the organization is not in compliance with the mandates set forth in subparagraph (A)(2) of this section, or if the organization or its personnel violate a cruelty law. Any organization wishing to receive animals must agree in writing to the terms of this section.

CHAPTER 6-9. EXCESSIVE NOISE CAUSED BY ANIMALS OR BIRDS

6-9-1 Excessive noise prohibited; classification

A. It is unlawful to own, possess, harbor or control any animal or bird which frequently or for continuous duration howls, barks, meows, squawks or makes other sounds, without provocation, if the sounds are clearly audible beyond the property line of the property on which they are conducted and they disturb the public peace, quiet or comfort of the neighboring inhabitants.

B. If the owner of the animal or bird which has engaged in an activity prohibited by this chapter cannot be determined, the owner, lessee or occupant of the property on which the activity is located shall be deemed responsible for the violation.

C. Except as otherwise provided in this section, violation of this section is a civil infraction.

D. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

6-9-2 Exemptions

Persons wishing to continue activities which constitute a violation of this chapter but were commenced prior to January 4, 1994, may seek an exemption from the town magistrate. The exemption may be granted if the magistrate finds that strict application of this chapter would cause undue hardship and that there is no reasonable or productive alternative method of engaging in the activity.

TITLE 6. ANIMAL CONTROL

CHAPTER 6-1. DEFINITIONS

~~6-1-1 [Reserved]~~

6-1-1 ~~6-1-2~~ Definitions

~~A.~~ The following definitions shall apply throughout this title unless the context clearly indicates otherwise.

A. ~~1.~~ "Altered dog" means a spayed female or neutered male dog.

B. ~~2.~~ "Animal" means every non-human mammalian species of animal, both domestic and wild.

C. ~~3.~~ "At- large" means being neither confined by an enclosure nor physically restrained by a leash.

D. ~~4.~~ "Bite" means any penetration of the skin by the teeth of any animal.

~~5. "Biting animal" means any animal that bites or otherwise injures human beings or other animals without provocation.~~

E. ~~6.~~ "Collar" means a band, chain, harness or suitable device worn around the neck of a dog to which a dog license tag may be affixed.

F. "Community cat program" means a program in which healthy, free-roaming cats are humanely trapped or otherwise humanely captured, sterilized, vaccinated against rabies, ear-tipped, and returned to the location where they were found.

G. ~~7.~~ "Destructive animal" means any animal that has a propensity to destroy, damage, or cause damage to the property of a person other than the animal's owner.

H. ~~8.~~ "Dog" means any member of the canine species.

I. ~~9.~~ "Domestic animal" means any of various animals that have been tamed and made fit for a human environment.

J. ~~10.~~ "Household" means all those persons who regularly dwell together at the same place of residence.

K. ~~11.~~ "Impound" means the act of taking or receiving an animal into custody for the purpose of confinement at a shelter or pound approved by the town ~~animal~~ enforcement agent~~'s facility~~.

L. ~~12.~~ "Leash" or "lead" means a chain, rope, leather strap, cord or similar restraint attached to a collar or harness or otherwise secured around an animal's neck.

M. ~~13.~~ "Licensed dog" means any dog having a current license.

N. ~~14.~~ "Livestock" means neat animals, horses, sheep, goats, swine, mules and asses.

O. ~~15.~~ "Owner" means any person owning, keeping, possessing, harboring, maintaining or having custody or otherwise having control of an animal within the town limits.

~~16. "Peace officer" includes any animal control officer.~~

P. ~~17.~~ "Police dog" means any dog belonging to any law enforcement agency service dog unit.

Q. ~~18.~~ "Property line" means the line which represents the legal limits of property (including an apartment, condominium, room or other dwelling unit) owned, leased or otherwise occupied by a person, business, corporation or institution. In cases involving sound from an activity on a public street or other public right-of-way, the "property line" shall be the nearest boundary of the public right-of-way.

R. ~~19.~~ "Provocation" means any behavior toward an animal or its owners or its owner's property which is likely to cause a defensive reaction by the animal.

S. ~~20.~~ "Service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purpose of this definition. A dog does not necessarily require certification in order to be a service animal for purposes of this definition; however, to be eligible for no cost licensing pursuant to this title, the dog must be certified in writing as a service animal.

T. ~~21.~~ "Tie out" means a chain, leash, wire cable or similar restraint attached to a swivel or pulley.

U. ~~22.~~ "Town enforcement agent" means ~~the Pima Animal Care Center director or his or her designee~~that person who is designated by the town manager to be responsible for the enforcement of this title and any deputies designated by the town enforcement agent or this title.

V. ~~23.~~ "Vaccination" means an anti ~~-~~rabies vaccination using a type of vaccine approved by the state veterinarian and administered by a state licensed veterinarian.

W. ~~24.~~ "Vicious animal" means any animal that ~~bites, attempts to bite, endangers or otherwise injures or causes to be injured, human beings or other animals~~has a propensity to attack, to cause injury to, or to otherwise endanger the safety of human beings or domestic animals without provocation, or that has been so declared after a hearing before the town magistrate.

CHAPTER 6-2. ENFORCEMENT

6-2-1 Powers and duties of town enforcement agent

A. The town enforcement agent shall:

1. Enforce the provisions of this title.

2. Issue citations for the violation of the provisions of this title.

B. The town enforcement agent may designate deputies to carry out the powers and duties set forth in this section.

6-2-2 Appointment of animal control officers; authority

A. The appointment of town animal control officers is hereby authorized.

B. Animal control officers shall be designated as deputies to the town enforcement agent and may commence an action or proceeding before a court for any violation of this title or any

state statute relating to rabies or animal control that occurs within the jurisdiction of the town.

6-2-3 Peace officer authority; code compliance officer authority

A. Any peace officer is hereby designated a deputy to the town enforcement agent and is authorized and empowered to enforce the provisions of this title and to issue citations for violations of it.

B. Any code compliance officer, as defined in chapter 1-9 of this code, is hereby designated a deputy to the town enforcement agent and is authorized and empowered to enforce the provisions of this title that are classified as civil offenses and to issue citations for violations of those civil offenses.

6-2-4 Commencement of action

A. An animal control officer or a peace officer may commence an action for violation of this title by issuing and personally serving an Arizona traffic ticket and complaint as provided in A.R.S. §13-3903, except that an animal control officer shall not make an arrest before issuing the ticket and complaint.

B. A code compliance officer may commence an action for a civil violation of this title by issuing a uniform civil code complaint pursuant to chapter 5-7 of this code.

C. The town attorney or designee may commence an action for violation of this title by filing a long form civil code complaint with the Marana municipal court. Upon receipt of the long form civil code complaint, the Marana municipal court shall issue a summons.

D. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. §13-3899.

6-2-5 Unlawful interference with town enforcement agent; classification

A. It shall be unlawful for any person to interfere with the town enforcement agent or any deputy authorized to enforce this title in the performance of his duties, or to release any animal duly impounded.

B. Violation of this section is a class 1 misdemeanor.

6-2-6 Enforcement; continuing violations

A. Civil violations of this title may be enforced pursuant to the provisions of chapter 5-7 or in any manner provided by town ordinances and state laws.

B. Criminal violations of this title shall be enforced in any manner provided by town ordinances and state laws.

C. Any person violating the provisions of this title shall be responsible or guilty of a separate offense for each and every day or portion of a day during which any violation of this title is committed or permitted.

CHAPTER 6-3. ~~CHAPTER 6-2.~~ VACCINATION AND LICENSING OF DOGS

6-3-1 ~~6-2-1~~ Vaccination required; classification

A. It shall be unlawful to own, keep, possess, harbor or maintain a dog over the age of three months in the town unless it is vaccinated in accordance with the requirements of this chapter.

B. Any person who fails to comply with this section is guilty of a class 2 misdemeanor.

6-3-2 ~~6-2-2~~ Type of vaccination

The type or types of anti-rabies vaccination that may be used for vaccination of dogs, the period of time between vaccination and revaccination, and the dosage and method of administration of the vaccine shall be in accordance with the rules and regulations designated by the state veterinarian.

6-3-3 ~~6-2-3~~ Vaccination certificate~~, contents~~

The person causing a dog to be vaccinated shall demand and be given an official certificate of vaccination that includes the owner's name and address, a brief description of the dog, the date and type of vaccination, the manufacturer and serial number of the vaccine used, and the date the dog is due for revaccination.

~~6-2-4 Impoundment, vaccination of unvaccinated dogs~~

~~The town enforcement agent is hereby authorized to have a licensed veterinarian vaccinate and issue a vaccination certificate for an impounded unvaccinated dog at a cost to be borne by the dog's owner.~~

6-3-4 ~~6-2-5~~ License required; classification

A. It shall be unlawful to own, keep, possess, harbor or maintain a dog over the age of three months in the town for more than 30 days without having the dog licensed in accordance with the requirements of this chapter.

B. Any person who fails to comply with this section is guilty of a class 2 misdemeanor.

6-3-5 ~~6-2-6~~ Vaccination certificate prerequisite to license

No license shall be issued for any dog until the owner has presented a vaccination certificate signed by a licensed veterinarian containing the information required by this chapter.

6-3-6 ~~6-2-7~~ Vaccination outside the ~~county~~state

A dog vaccinated in any ~~area outside of the county~~other state prior to entry into the town may be licensed in the town, provided that, at the time of licensing, the dog's owner presents a vaccination certificate signed by a duly licensed veterinarian and the certificate contains the information required by this chapter.

6-3-7 ~~6-2-8~~ License fees; rebate; ~~exemptions;~~ delinquency penalties

A. No dog license shall be issued by the town ~~enforcement agent~~ until the dog owner has paid a license fee, in an amount established by a fee schedule adopted by the council and amended from time to time.

B. Any person who presents to the town ~~enforcement agent~~ an affidavit or veterinarian's certificate stating ~~either~~ that the dog is already altered, that the dog is at least ten years old, or that the dog cannot be altered for health reasons, shall be eligible for the altered dog fee.

C. Any person 65 years of age or older shall be eligible for the senior citizen license fee. The town ~~enforcement agent~~ shall establish reasonable standards of proof for eligibility. No more than four dogs per household shall be licensed at the senior citizen rate.

D. Any person who presents to the town ~~enforcement agent~~ a statement from a qualified health care professional certifying that the person has a disabling condition as defined by the Americans with Disabilities Act shall be eligible for the disabled citizen license fee.

E. Any person who has paid the license fee for an unaltered dog who, during the license year, presents to the town ~~enforcement agent~~ a statement from a veterinarian certifying that the licensed animal has been altered shall be entitled to a rebate. The rebate shall be the difference between the fee paid and the fee for an altered dog.

~~F. Service animals certified in writing as having been trained to the standards of a service animal by a nationally recognized service animal training agency shall be licensed without payment of the license fee.~~

F. ~~G.~~ Any person who fails to license a dog when the dog reaches three months of age or who fails to timely renew a license upon expiration of a license previously issued under this chapter, shall be charged a delinquent penalty in an amount established by a fee schedule adopted by the council and amended from time to time.

6-3-8 License fee exemptions; false certification; classification; sanction

A. A service animal, or an animal training to be a service animal, as defined in A.R.S. § 11-1024, shall be licensed without paying a license fee. An applicant for a license fee waiver for a service animal must sign a written certification in substantially the same language as in A.R.S. § 11-1008(F)(2) certifying that the animal is a service animal or in training to be a service animal.

B. An active working police dog belonging to a law enforcement agency, an active working fire dog belonging to a fire department, an active working military dog belonging to the United States armed forces, or an altered retired police, fire, or military dog, shall be licensed without paying a license fee. An applicant for a license fee waiver for a police, fire, or military dog shall provide adequate proof satisfactory to the town enforcement agent that the dog is an active working or altered retired police, fire, or military dog.

C. A search and rescue dog shall be licensed without paying a license fee. An applicant for a license fee waiver for a search and rescue dog shall provide adequate proof satisfactory to the town enforcement agent that the dog is a search and rescue dog.

D. A person who makes a false certification pursuant to paragraph A of this section is guilty of a petty offense and subject to a fine of not more than $50.

6-3-9 ~~6-2-9~~ Transfer of license; fee; classification~~; sanction~~

A. Whenever the ownership of a dog changes, the new owner shall secure a transfer of the dog's license.

B. The releasing owner shall provide the new owner's name, address and phone number and the dog's age, sex and license number to the town enforcement agent within ten days of transfer.

C. A transfer fee in an amount established by a fee schedule adopted by the council and amended from time to time shall be charged to transfer any license.

D. Failure to comply with this section is a civil infraction.

~~E. Any person found responsible for violating this section shall be sanctioned by a fine of not more than $300.~~

~~F. Any individual having received a notice of violation and failing to appear at the hearing time designated in the notice of violation, or time designated for hearing by the court, shall be deemed to have admitted the allegations of the complaint, and the court shall enter judgment for the town and impose a civil sanction in accordance with the provisions of this section.~~

~~G. If any penalty ordered to be paid by the court or forfeited pursuant to default is not paid within 30 days of the magistrate's order, the town attorney may institute appropriate civil proceedings seeking legal and/or equitable relief to enforce the order, and the magistrate may institute judicial proceedings as provided by law to collect the penalty. All penalties collected pursuant to this section shall be paid to and become the property of the town.~~

6-3-10 ~~6-2-10~~ Issuance, contents of dog license tag

The town enforcement agent shall issue or cause to be issued a durable dog license tag, imprinted with the license number, to the owner of each dog licensed under this chapter.

6-3-11 ~~6-2-11~~ Tag required; exceptions; ~~impoundment;~~ classification

A. The dog license tag provided by the town enforcement agent shall be affixed to a collar provided by the dog's owner and worn at all times by the dog.

B. Properly vaccinated and licensed dogs need not wear a collar with the license tag affixed in the following circumstances:

1. While being exhibited at or transported to and from an American Kennel Club approved show;

2. While engaged in or transported to and from races approved by the Arizona Racing Commission; or

3. While acting as a police dog.

~~C. The town enforcement agent or a peace officer may apprehend and impound, or cause to be impounded, any dog found without a license tag for the current year.~~

C. ~~D.~~ Failure to comply with this section is a class 2 misdemeanor.

6-3-12 ~~6-2-12~~ Duplicate tags, fee

Whenever a dog license tag is lost, a duplicate tag will be issued upon application by the owner and the payment of a fee to the town enforcement agent in an amount established by a fee schedule adopted by the council and amended from time to time.

6-3-13 ~~6-2-13~~ Counterfeiting or transferring of tags prohibited; classification

A. It shall be unlawful to counterfeit or attempt to counterfeit an official dog license tag, or to remove a dog's license tag and place it on another dog.

B. Violation of this section is a class 2 misdemeanor.

~~6-2-14 Violations; penalties~~

~~A. Any person violating the provisions of this chapter shall be guilty of a separate offense for each and every day or portion of a day during which any violation of this chapter is committed or permitted.~~

~~B. In addition to any other penalties allowed by law, the magistrate shall order abatement as necessary.~~

CHAPTER 6-4. ~~CHAPTER 6-3.~~ DOGS AT LARGE; DOGS ON SCHOOL GROUNDS~~;~~ ~~IMPOUNDMENT; DOG WASTE REMOVAL~~

6-4-1 ~~6-3-1~~ Dogs at large prohibited; exceptions; ~~impoundment;~~ classification

A. Any dog owned, possessed, harbored, kept or maintained on public streets, sidewalks, alleys, parks or other public property shall be restrained by a leash, chain, rope, cord or similar device.

B. Any dog owned, possessed, kept, harbored or maintained upon or about the private property of any person, including the property of the dog's owner, shall be confined inside a house or other building, or confined by a fence or similar enclosure of sufficient strength and height, to prevent the dog from escaping from the property.

C. Dogs may be at large as an exception to this section under the following circumstances:

1. While participating in field trials, obedience classes or kennel club events, or while engaging in races approved by the Arizona Racing Commission, provided that the dog is accompanied by and under the control of the dog's owner or trainer.
2. While being used or trained for legal hunting or for control of livestock.
3. While assisting a peace officer engaged in law enforcement duties.
4. While ~~confined~~ within a county- or town-maintained temporary or permanent dog ~~run located within a~~ park.
5. While acting as a service animal and assisting an individual with a disability and only if the individual with a disability is unable because of the disability to restrain the service animal by leash, chain, rope, cord or similar device, or the use of a leash, chain, rope, cord or similar device would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the individual's control, by voice control, signals or other effective means.

D. ~~The town enforcement agent or a peace officer is authorized to impound, or cause to be impounded, any dog running at large contrary to the provisions of this section.~~Except as otherwise provided in this section, violation of this section is a civil infraction.

E. Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

6-4-2 Liability for dogs at large

Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog owner or person or persons responsible for the dog when such damages were inflicted.

6-4-3 ~~6-3-2~~ Dogs on school grounds prohibited; exceptions; classification

A. It shall be unlawful to bring a dog onto the grounds of any school, regardless of whether the dog is on a leash.

B. Dogs may be on school grounds as an exception to this section under the following circumstances:

1. While participating as part of a formal school activity or event.
2. While acting as a service animal to an individual with a disability, as defined in this title.
3. While assisting a peace officer engaged in law enforcement duties.

C. Except as otherwise provided in this section, violation of this section is a civil infraction.

D. ~~C.~~ Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation of this section within the 12-month period prior to the date of offense.

~~6-3-3 Violations; penalties~~

~~A. Any person violating the provisions of this chapter shall be guilty of a separate offense for each and every day or portion of a day during which any violation of this chapter is committed or permitted.~~

~~B. In addition to any other penalties allowed by law, the magistrate shall order abatement as necessary.~~

~~6-3-4 Impoundment time, notice and fees~~

~~A. The town enforcement agent shall promptly notify the dog's owner in person or by written notice when a licensed dog is impounded. The owner may reclaim the dog within seven days from the date of the actual notice or mailing of notice, upon proof of ownership and payment of all costs and fees, including veterinary fees, incurred to remove, impound, board, care for and/or microchip an animal under the authority of this title.~~

~~B. When an unlicensed dog is impounded, the owner may reclaim the dog within three days of impoundment by securing a vaccination and a license for the dog and providing proof of ownership and payment of all costs and fees, including veterinary fees, incurred to~~

~~remove, impound, board, care for and/or microchip an animal under the authority of this title.~~

~~C. Impoundment fees shall be determined by the town enforcement agent.~~

~~D. Any licensed dog unclaimed within seven days of notice to the owner, as described in subsection A, may be placed for adoption or humanely destroyed within the discretion of the town enforcement agent.~~

~~E. Any unlicensed dog unclaimed within three days may be placed for adoption or humanely destroyed within the discretion of the town enforcement agent.~~

CHAPTER 6-5. DOG WASTE REMOVAL

6-5-1 ~~6-3-5~~ Dog waste removal; exceptions; ~~sanctions~~classification

A. It shall be ~~a civil infraction~~unlawful for the owner or person having custody of any dog to fail immediately to remove and dispose of in a sanitary manner any solid waste deposited by the dog on public property or on private property without the consent of the person in control of the property.

B. It shall be ~~a civil infraction~~unlawful for the owner, proprietor, agent or occupant of any premises where dogs are kept to deposit, cause to be deposited, or allow to accumulate, within or about the premises, any solid wastes from dogs ~~for a period of time longer than 72 hours~~in such a manner that the waste creates an unsanitary condition or is a health hazard to humans or animals. This paragraph applies to private property, including property owned, leased or controlled by the owner of the dog.

C. Paragraph A of this section shall not apply to blind persons, persons with mobility disabilities, or police officers or other law enforcement officers accompanied by police dogs while on emergency.

D. ~~Any person found responsible for violating~~Violation of this section ~~shall be sanctioned by a fine of not more than $300.~~is a civil infraction.

~~E. Any individual who receives notice of violation and fails to appear at the hearing time designated in the notice, or at the time designated for hearing by the court, shall be deemed to have admitted the allegations of the complaint, and the court shall enter judgment for the town and impose a civil sanction in accordance with the provisions of this section.~~

~~F. If any penalty ordered to be paid by the court or forfeited pursuant to default is not paid within 30 days of the magistrate's order, the town attorney may institute appropriate civil proceedings seeking legal and/or equitable relief to enforce the order, and the magistrate may institute judicial proceedings as provided by law to collect the penalty. All penalties collected pursuant to this section shall be paid to and become the property of the town.~~

CHAPTER 6-6. ~~CHAPTER 6-4.~~ CRUELTY AND NEGLECT OF ANIMALS

6-6-1 ~~6-4-1~~ Cruelty prohibited; classification; penalty

A. It shall be unlawful for a person having care, control, charge, or custody of any animal, either as owner or otherwise, to:

1. Overdrive, overload, overwork, torture, torment, cruelly beat, mutilate or unlawfully kill the animal.
2. Cause or procure an animal to be overdriven, overloaded, driven when overloaded, overworked, tortured, tormented, cruelly beaten, mutilated or killed.
3. Inflict unnecessary cruelty upon the animal.
4. Cruelly drive or work the animal when unfit for labor.
5. Cruelly abandon the animal.
6. Carry or cause the animal to be carried in or upon a vehicle or otherwise, in an unnecessarily cruel or inhumane manner.
7. Knowingly and willfully authorize or permit the animal to be subjected to unreasonable or unnecessary torture, suffering or cruelty of any kind.

B. Violation of this section is a class 1 misdemeanor. ~~In~~

C. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, ~~as a condition of probation,~~ the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to three years and that the animal(s) which is the subject of this action be forfeited to the ~~Pima animal care center to be placed by adoption in a suitable home or humanely destroyed~~town enforcement agent.

6-6-2 ~~6-4-2~~ **Neglect prohibited; classification; penalty**

A. The purpose of this section is to guarantee that animals under human custody or control are housed in healthy environments and are provided with proper food, water, shelter, medical care, exercise space and ventilation.

B. Any person having care, control, charge, or custody of any animal, either as owner or otherwise, shall provide:

1. That the animal receives daily, food that is free from contamination and is of sufficient quantity and nutritive value to maintain the animal in good health;
2. That potable water is accessible to the animal at all times, either free-flowing or in a clean receptacle;
3. That except for livestock, all animals have convenient access to natural or artificial shelter throughout the year. Any such artificial shelter shall be structurally sound and maintained in good repair to protect the animal from injury and from the elements and of sufficient size to permit the animal to enter, stand, turn around and lie down in a natural manner. Any shelter which does not protect the animal from temperature extremes or precipitation, or which does not provide adequate ventilation or drainage, does not comply with this chapter. Any shelter, all bedding and any spaces accessible to the animal shall be maintained in a manner which minimizes the risk of the animal contracting disease, being injured or becoming infested with parasites;
4. That the animal receives care and medical treatment for debilitating injuries, parasites and diseases, sufficient to maintain the animal in good health and minimize suffering;

5. That the animal is given adequate exercise space ~~either:a. Within~~within an enclosure that shall be constructed of material, and in a manner, to minimize the risk of injury to the animal, and shall encompass sufficient usable space to keep the animal in good condition~~, or~~.

~~b. On a tie out, consisting of a chain, leash, wire cable or similar restraint attached to a swivel or pulley. A tie out shall be so located as to keep the animal exclusively on the secured premises. Tie outs shall be so located that they cannot become entangled with other objects. Collars used to attach an animal to a tie out shall not be of a choke type. No tie out shall employ a restraint that is less than ten feet in length;~~

C. Violation of this section is a class 1 misdemeanor.

D. Upon conviction of violation of this section, in addition to any other penalty imposed by the magistrate, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to three years and that the animal(s) which is the subject of this action be forfeited to the town enforcement agent.

6-6-3 Confinement of animals in motor vehicles prohibited; exceptions; authority; classification

A. No person having charge or custody of an animal, as owner or otherwise, shall place or confine the animal or allow the animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or well-being of the animal due to heat, lack of food or drink, or such other circumstances as may reasonably be expected to cause suffering, disability or death.

B. No person having dominion or control over a motor vehicle, as owner or otherwise, shall place or confine an animal or allow an animal to be placed or confined or to remain in a motor vehicle under such conditions or for such period of time as may endanger the health or well-being of the animal due to heat, lack of food or drink, or such other circumstances as may reasonably be expected to cause suffering, disability, or death.

C. Nothing in this section shall be deemed to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.

D. ~~6. That the animal has access to adequate ventilation and is protected from temperature extremes at all times. In this connection, it is unlawful for any person to keep any animal in a vehicle or other enclosed space in which the temperature is either so high or so low, or the ventilation is so inadequate, as to endanger the animal's life or health.~~Any town enforcement agent is authorized to use whatever force is reasonable and necessary to remove any animal from a vehicle whenever it appears that the animal's life or health is endangered.

E. No town enforcement agent shall be liable for damages to property caused by the use of reasonable force to remove an animal from a vehicle under the circumstances described in this section.

F. ~~C.~~ Violation of this section is a class 1 misdemeanor. ~~In addition to any other penalty imposed by the magistrate, as a condition of probation, the magistrate may order that the owner of the animal shall not be permitted to own or control any animal for a period of up to~~

~~three years and that the animal(s) which is the subject of this action be forfeited to the Pima animal care center to be placed by adoption in a suitable home or humanely destroyed.~~

6-6-4 ~~6-4-3~~ Duty to obtain or render aid to animal struck by vehicle

A. The driver of a vehicle that collides with an animal that is readily identifiable as a domestic animal shall make a reasonable effort to obtain aid for the animal or to render aid and assistance to the animal. A person may discharge his or her duty under this section by reporting the incident to 911 or to other appropriate authorities.

B. Violation of this section is a class 1 misdemeanor.

~~**6-4-4 Protection, removal, and impoundment of animals by town; waiver of provisions; production of animal**~~

6-6-5 Animal hoarding prohibited; exception; definitions; penalty; classification

A. ~~Any peace officer or town animal enforcement agent is authorized to use whatever force is reasonable and necessary to remove any animal from a vehicle or other enclosed space whenever it appears that the animal's life or health is endangered by extreme temperatures or lack of ventilation within the vehicle or other enclosed space.~~No person shall own, possess, keep, harbor, or maintain ten or more animals under circumstances injurious to the health or welfare of any animal or person. Circumstances injurious to the health or welfare of any animal or person may include, but are not limited to, the following:

1. Unsanitary, overcrowded, or other inhumane conditions; or
2. Failure to provide appropriate medical care; or
3. Failure to provide suitable water or food for the species; or
4. Abandonment.

B. ~~No peace officer or town animal enforcement agent shall be liable for damages to property caused by the use of reasonable force to remove an animal from such a vehicle or other enclosed space under those circumstances.~~Feral cats that are not domesticated, have become wild, or are free-roaming shall not be considered owned, possessed, kept, harbored, or maintained for purposes of this section.

C. ~~Any peace officer or town animal enforcement agent is authorized and empowered to remove and impound any animal in plain view and suffering from life threatening exigent circumstances. The owner of any animal removed and impounded under the provisions of this chapter shall be liable for any impoundment, boarding or veterinary fees incurred in connection therewith.~~For purposes of this section only, "animal" means a mammal, bird, reptile or amphibian, but excludes rodents, which may be controlled as otherwise allowed by the law of the state of Arizona. The exclusion of rodents from the definition of animal shall not apply to rodents classified as fur-bearing animals as defined in A.R.S. §17-101, or to any particular rodent known by the person alleged to have violated this section to be kept as a pet, or any rodent clearly marked and denominated as being a pet, such as rodents wearing collars or harnesses.

D. ~~Any of the provisions of this chapter may be waived as dictated by treatment under the direction of a licensed veterinarian.~~Upon conviction of violation of this section, in addition to

any other penalty imposed by the magistrate, the magistrate may order one or more of the following:

1. That the person complete a court-approved mental health evaluation and any recommended treatment at the convicted person's expense.

2. That the person shall not be permitted to own, possess, keep, harbor, or maintain any animal for a period of up to three years.

3. ~~E. An owner of an animal charged with a violation of this chapter shall produce that animal for inspection or impoundment upon the request of the town animal enforcement agent. All owners shall be responsible for any and all applicable impoundment and boarding fees in connection therewith.~~That the person submit to periodic property inspections by any town enforcement agent.

E. Violation of this section is a class 1 misdemeanor.

CHAPTER 6-7. ~~CHAPTER 6-5.~~ VICIOUS ~~OR~~AND DESTRUCTIVE ANIMALS

6-7-1 ~~6-5-1~~ Keeping vicious or destructive animals prohibited; exceptions; classification

A. It is unlawful for any person to keep, control, harbor or otherwise have under control any animal which is vicious or destructive.

B. This ~~chapter shall~~section does not apply to zoos, wild animal parks or animal shelters, or to persons who are in compliance with an order of the town magistrate~~,~~ issued pursuant to this ~~chapter~~title.

~~6-5-2 Violations; penalty~~

C. Violation of this section is a class 1 misdemeanor.

6-7-2 Prohibited acts; classification; defenses

A. The owner of any animal that bites, attempts to bite, endangers or otherwise injures or causes injury to human beings or other animals~~, or~~ is guilty of a class 1 misdemeanor.

B. The owner of any animal that destroys, damages, or causes damage to the property of another person is guilty of a class 1 misdemeanor.

~~B. An owner of an animal charged with a violation of this chapter shall produce that animal for inspection or impoundment upon the request of the town animal enforcement agent. All owners shall be responsible for any and all applicable impoundment and boarding fees in connection therewith.~~

C. ~~It is unlawful for any person to fail to comply with an order of the magistrate regarding a vicious or destructive animal. It is a separate offense for each day that the person fails to comply with the magistrate's order.~~It shall be an affirmative defense to the provisions of this section if the animal is:

1. Not at large and there is provocation; or

2. The dog is a police dog under the command of its trainer.

6-7-3 Restitution

~~D.~~ In addition to any other penalty, if ~~the~~a victim suffers economic loss as a result of a violation of this chapter, the ~~magistrate~~court shall order the owner to pay restitution to the victim, in the full amount of the victim's economic loss, as determined by the ~~magistrate~~court. This remedy shall not abridge any civil cause of action by the victim.

~~E. In addition to any other penalty, upon the declaration of an animal as vicious or destructive, the magistrate shall order one or more of the following:~~

~~1. That the animal be kept in an enclosure that is high enough so that the animal cannot bite, harm or injure anyone outside the enclosure. The enclosure and property where it is located shall be posted with conspicuous warning signs, and at no time shall the animal leave the enclosure unless it is muzzled, leashed and under the control of an adult human being; or~~

~~2. That the animal be banished from the town limits; or~~

~~3. That the animal be spayed or neutered at the owner's expense; or~~

~~4. That the animal be humanely destroyed.~~

~~F. It shall be an affirmative defense to the provisions of this chapter if the animal is:~~

~~1. Not at large and there is provocation; or~~

~~2. The dog is a police dog under the command of its trainer.~~

~~G. In any proceeding brought to enforce a violation of this chapter, the following procedure shall be used~~

6-7-4 Quarantine of biting animals; reporting; handling and destruction; exception; classification

A. Any unvaccinated dog or cat that bites any person shall be confined and quarantined in a shelter approved by the town enforcement agent or, upon request of and at the expense of the owner, at a veterinary hospital, for a period of not less than ten days.

B. If a dog that bites any person is properly vaccinated pursuant to chapter 6-3, the dog may be confined and quarantined for the ten-day period at the home of the dog's owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the town enforcement agent.

C. Any domestic animal other than a dog, a cat, or livestock that bites any person shall be confined and quarantined in a shelter approved by the town enforcement agent or, upon the request of and at the expense of the owner, at a veterinary hospital, for a period of not less than 14 days.

D. ~~1.~~ A ~~peace officer or town animal enforcement agent, upon determining that any animal within the town limits is vicious and is an immediate danger to the safety of any person or other animal, may impound the animal immediately.~~caged or pet rodent or rabbit that bites a person may be confined and quarantined for the 14-day period at the home of the owner or where it is harbored or maintained with the consent of and in a manner prescribed by the town enforcement agent.

~~2. Within ten days of the date of impoundment, the town magistrate shall conduct a hearing provided under chapter 6-6.~~

~~3. The owner of the animal shall be notified of this hearing by the court. Upon proof of notification, the hearing may proceed in the owner's absence.~~

~~CHAPTER 6-6. DANGEROUS ANIMALS~~

~~6-6-1 Definitions~~

~~A. A dangerous animal means one which has been declared to be vicious or destructive pursuant to this title or displays or has a tendency, disposition or propensity, as determined by the town animal enforcement agent, to:~~

E. Livestock that bites any person shall be confined and quarantined in a manner regulated by the Arizona department of agriculture for a period of not less than 14 days.

F. Whenever an animal bites any person, the incident shall be reported to the town enforcement agent immediately by any person having direct knowledge.

G. The town enforcement agent may destroy any animal confined and quarantined pursuant to this section prior to the termination of the minimum confinement period for laboratory examination for rabies if:

1. ~~Injure, bite, attack, chase or charge, or attempt to injure, bite, attack, chase or charge a person or domestic animal in a threatening manner; or~~The animal shows clear clinical signs of rabies; and
2. ~~Bare its teeth or approach a person or domestic animal in a threatening manner.~~One of the following occurs:
    a. The owner of the animal consents to its destruction; or
    b. A court orders the animal's destruction.

H. The owner of any animal confined and quarantined pursuant to this section shall be responsible for any fees incurred by the town enforcement agent for the impounding, sheltering, and disposition of the animal.

I. Any animal quarantined pursuant to this section may be impounded and kept beyond the quarantine period pending the resolution of any criminal complaint or any hearing requested pursuant to section 6-8-6 arising out of or connected with the biting incident, provided that such complaint or request for hearing is filed within 30 days of the biting incident.

J. This section does not apply to a police dog that bites any person if the bite occurs while the dog is under proper law enforcement supervision and the care of a licensed veterinarian, except that the law enforcement agency shall notify the town enforcement agent if the dog exhibits any abnormal behavior and shall make the dog available for examination at any reasonable time.

K. Failure to comply with this section is a class 1 misdemeanor.

CHAPTER 6-8. REMOVAL, IMPOUNDMENT, FORFEITURE AND DISPOSITION OF ANIMALS

6-8-1 Impoundment of unvaccinated and unlicensed dogs; vaccination; costs

A. Any town enforcement agent may apprehend and impound any unvaccinated or unlicensed dog.

B. The town enforcement agent is hereby authorized to have a licensed veterinarian vaccinate and issue a vaccination certificate for an impounded unvaccinated dog.

C. The owner of any dog impounded under this section may reclaim the dog at any time upon proof of ownership and payment of all costs and fees associated with the impoundment.

6-8-2 Impoundment of dogs at large; impoundment period; notice; costs

A. Any town enforcement agent may impound or cause to be impounded any dog running at large contrary to the provisions of chapter 6-4.

B. ~~A dangerous animal does not include an animal used in law enforcement, nor does this chapter apply to animals in custody of zoos or wild animal parks, animals placed in animal shelters, animals under care of veterinarians or wild animals.~~Each dog or cat that is impounded with a microchip or wearing a license or any other discernible form of owner identification shall be kept and maintained at a shelter approved by the town enforcement agent for a minimum of 120 hours, unless the animal is claimed or surrendered by its owner prior to the expiration of the impoundment period. The town enforcement agent shall promptly notify the animal's owner, in person or by written notice, of the impoundment. The owner may reclaim the animal within 120 hours from the date of the actual notice or mailing of notice, upon proof of ownership, current rabies vaccination and license, and payment of all costs and fees associated with the impoundment.

~~6-6-2 Declaring an animal dangerous; notice~~

C. Except as otherwise set forth in this section, each dog or cat that is impounded without any discernable form of owner identification, shall be kept and maintained at a shelter approved by the town enforcement agent for a minimum of 72 hours, unless the animal is claimed or surrendered by its owner prior to the expiration of the impoundment period. The owner may reclaim the dog within the 72-hour impoundment period by securing a vaccination and a license for the dog, providing proof of ownership, and paying all costs and fees associated with the impoundment.

D. Any impounded cat that is eligible for a community cat program and that will be returned to the vicinity where the cat was originally captured may be exempted from the mandatory holding period required by this section. For purposes of this paragraph, "eligible" means a cat that is free-roaming, lacks discernible identification, is of sound health, and possesses its claws.

6-8-3 Impoundment of animals subject to cruelty or neglect and vicious or destructive animals

Any town enforcement agent is authorized and empowered to remove and impound any animal in plain view, or subject to a valid search warrant, if the agent has probable cause to believe any of the following:

A. ~~The town animal enforcement agent shall develop guidelines to determine if an animal is a dangerous animal.~~That an animal is in distress caused by mistreatment, tie out, exposure to the elements, extremes of temperature, lack of adequate ventilation or drainage, lack of sanitation, deprivation of proper food or potable water, restraint, restriction of movement, confinement, lack of sufficient exercise space, constrictive gear, injury, illness, physical impairment, hoarding conditions as described in section 6-6-5, or parasites.

B. ~~Whenever the town animal enforcement~~That an animal's well-being is threatened by a dangerous condition or circumstance and the agent has reason to believe ~~an animal may be dangerous, an evaluation of the animal shall be conducted.~~either:

1. That the distress of the animal or the dangerous condition or circumstance was caused or allowed to be caused by the willful act or omission or negligence of the owner; or

2. That it is likely the animal would be in distress from any cause, or its well-being would be threatened by any dangerous condition or circumstance if the owner retains ownership of the animal.

C. That an animal is vicious or destructive or may be a danger to the safety of any person or other animal.

6-8-4 Notice to owner

A. ~~C. If the town animal enforcement agent declares that an animal is dangerous, the owner shall be notified and issued an order of compliance. Once an animal is declared dangerous, the animal is dangerous until a hearing officer or judge determines otherwise. If the owner is known, he~~Whenever the town removes or impounds any animal pursuant to section 6-8-3, if the owner is known, and unless the owner signs a statement permanently relinquishing ownership of the animal to the town enforcement agent, the owner shall be provided with a written notice of ~~his right to file, within five days of receipt of the notice, a written request with the town animal enforcement agent for a hearing to determine if the animal is dangerous. If the owner's whereabouts cannot be determined or the animal poses a threat to public safety or domestic animals, the animal shall be impounded and notice shall be posted on property or mailed forthwith to him at his last~~ the impoundment by one or more of the following means:

1. Personal service of the notice on the owner.

2. Leaving a copy of the notice with a person of suitable discretion at the owner's residence or place of business.

3. Affixing the notice in a conspicuous place where the animal was found.

4. Mailing a copy of the notice to the owner's last-known address by registered or certified mail, return receipt requested.

~~6-6-3 **Hearing; burden of proof; appeal**~~

B. ~~A.~~ The ~~owner of the animal may request a hearing to contest the declaration of dangerousness or contest the confinement conditions ordered by the town animal enforcement agent.~~notice required by this section shall contain, at a minimum, the following information:

1. ~~B. If the owner of an impounded animal fails to appear at a hearing or fails to~~The town's intent to file, within ten days of the owner's receipt of the written notice, a written request with the town magistrate for a hearing~~,~~ to determine if the animal ~~shall be~~should be returned to the owner or forfeited to the town ~~animal~~ enforcement agent ~~to be humanely destroyed~~.

~~C. If the owner of a non-impounded animal fails to appear at a hearing or fails to request a hearing, the animal is declared to be dangerous and the order of compliance shall remain in effect.~~

2. The owner's right to present witnesses and be represented by an attorney at the hearing.

3. The bond amount required pursuant to section 6-8-5, along with a statement that if the bond is not posted within ten days of the owner's receipt of the written notice, the animal shall be deemed forfeited to the town enforcement agent.

6-8-5 Bond

Whenever the town removes or impounds any animal pursuant to section 6-8-3 pending a hearing to determine if the animal should be returned to the owner or forfeited to the town enforcement agent, the owner must post 20 days of impoundment fees in advance as a bond to defray some of the costs of boarding and impoundment, and any necessary veterinary care for the animal.

6-8-6 Hearing; rules of hearing; remedies; testimony of defendant; appeal; costs

A. ~~D. After~~Upon receipt of a written request for a hearing~~, the town animal enforcement agent~~ regarding an animal impounded pursuant to section 6-8-3, the court shall set a hearing ~~date~~ within ~~five working days at a time and place designated by the town animal enforcement agent. The hearing shall be conducted by a hearing officer selected by the town animal enforcement agent.~~15 business days.

B. ~~E.~~ The hearing shall be held in an informal manner and ~~a record of the hearing shall be made by stenographic transcription or by electronic tape recording.~~ is open to the public. Oral and documentary evidence may be taken from any interested party or witness and considered in making a determination. The rules of evidence do not apply, and hearsay is admissible.

C. Any owner who fails to appear after notice may be deemed to have waived any right to introduce evidence.

D. The town enforcement agent may be represented by the town attorney or designee.

E. The owner may be represented by counsel at the animal owner's cost.

F. ~~It is the burden of the owner of the animal to establish by a preponderance of the evidence that the animal is not dangerous. The owner may be represented by counsel and present witnesses at the animal owner's cost.~~Use of the civil procedures and remedies provided for

in this chapter shall neither require nor preclude other enforcement action on the same facts, including a criminal prosecution of the owner. The civil procedures and remedies provided for in this chapter are remedial and not punitive, and are not precluded by an acquittal or conviction in a criminal proceeding.

G. ~~The hearing officer shall make a written decision within five working days of the hearing and notify the owner of the animal of the decision.~~This chapter shall not be construed as precluding the destruction of any animal if destruction is otherwise authorized by law, nor shall anything in this chapter be construed as precluding the spaying or neutering of any animal. If any provision of this chapter is in conflict with any other provisions of this code, the provisions of this chapter shall be controlling.

~~H. If the decision of dangerousness is sustained by the hearing officer, the owner of the animal shall obey the order of compliance issued by the town animal enforcement agent within the time given by the order of compliance or ten days whichever is more.~~

H. ~~I.~~ If ~~the animal is found not to be dangerous, the order of compliance is null and void. The finding that an animal is not dangerous does not prevent the town enforcement agent from declaring an animal dangerous again if the agent has additional reasons to believe the animal is dangerous after a new evaluation of the animal is conducted.~~ a defendant testifies at a hearing held pursuant to this section, the defendant does not, by so testifying, waive the right to remain silent during the trial; and if the defendant does testify at the hearing, neither this fact nor the defendant's testimony at the hearing shall be mentioned at the trial unless the defendant testifies at the trial concerning the same matters.

I. ~~J.~~ Appeal of the decision of the ~~hearing officer~~town magistrate shall be by way of special action to the superior court on the record of the hearing~~. If either party claims the record to be incomplete or lost, and the hearing officer who conducted the hearing so certifies, a new hearing shall be conducted before that officer~~. The appealing party shall bear the cost of preparing the record of the hearing on appeal. No appeal shall be taken later than ~~thirty days after the decision.~~30 days after the town magistrate's decision. The owner must post a bond equivalent to 60 days of impoundment costs in order to perfect the appeal. Notice of the amount due shall be given to the owner by the town magistrate at the time of the hearing if forfeiture is ordered.

~~6-6-4 **Order of compliance**~~

J. Unless good cause is shown, the animal's owner shall be responsible for all fees associated with the impoundment of an animal pursuant to section 6-8-3, including without limitation veterinary, removal, impoundment, boarding, microchipping, and disposition fees, until a final decision by the town magistrate, including the pendency of an appeal. No magistrate may waive or reduce any veterinary, impound or board fees resulting from the animal's impoundment unless the owner prevails at the hearing.

6-8-7 Findings of court after hearing

A. ~~When an animal is declared dangerous, the town animal enforcement agent shall issue an order of compliance requiring the owner within 30 days to:~~If the town magistrate finds from a preponderance of the evidence that the animal was subject to cruelty or neglect under the circumstances set forth in section 6-8-3(A) or (B), the town magistrate shall order the animal forfeited to the town enforcement agent.

B. If the town magistrate finds from clear and convincing evidence that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, then the town magistrate shall enter such orders as the magistrate deems necessary to protect the public, taking into account the recommendations of the town enforcement agent and the animal's owner.

C. In addition to any other penalty or order, if the town magistrate finds that the animal is vicious or destructive, or is a danger to the safety of any person or other animal, the court shall order one or more of the following:

1. ~~Confine the animal sufficiently to prevent the animal's escape~~That the animal be kept in an enclosure that is secure enough that the animal cannot bite, harm or injure anyone outside the enclosure, and cannot escape, as follows:

   a. The ~~town animal enforcement agent~~court shall determine the appropriate fencing requirements for the size and nature of the animal. The ~~town animal enforcement agent~~court may require a fence, including gates to be six feet in height; ~~the~~a fence ~~from~~ five ~~feet in height~~ to six feet in height to incline to the inside of the confinement area at a ~~forty-five~~45 degree angle from the vertical; or that the confinement area be wholly covered by a material strong enough to keep the animal from escaping.

   b. The ~~town animal enforcement agent~~court may require the bottom of the confinement area to be of concrete, cement or asphalt, or of blocks or bricks set in concrete or cement; or if the bottom is not provided, then a footing of such material shall be placed along the whole perimeter of the confinement area to a depth of one foot below ground level, or deeper if required by the ~~town animal enforcement agent~~court.

   c. The court may require the gates to the confinement area ~~shall~~to be locked at all times with a padlock except while entering or exiting.

   ~~d. The town animal enforcement agent may require temporary confinement measures until the order of compliance has been obeyed or the hearing officer determines that the animal is not dangerous. If the owner does not immediately comply with the temporary confinement requirements, the animal shall be impounded.~~

2. ~~Muzzle and restrain~~That the animal be muzzled and restrained whenever the animal is outside ~~the confinement area~~its enclosure with a leash, chain, rope or similar device not more than six feet in length sufficient to restrain the animal, and under the control of a person capable of preventing the animal from engaging in any prohibited behavior.

3. ~~Post a sign~~That the owner of the vicious animal display on every gate or entry way to the ~~confinement area stating "beware of dangerous animal, per Marana animal control title 6."~~enclosure where the animal is kept a sign in three-inch letters, easily readable by the public, using the words "Vicious Animal."

4. ~~Obtain and~~That the owner maintain liability insurance in a single incident amount of ~~$50,000, unless the animal has been declared to be vicious or destructive pursuant to this title, in which case the amount of insurance shall be no less than $250,000, to cover~~at least $250,000 for bodily injury or death of any person or for damage ~~or injury that may be~~to

property caused by the ~~dangerous~~vicious animal. ~~The town animal enforcement agent shall maintain a registry of the animals, owners and insurance carrier for each dangerous~~

5. That the animal~~.5. Pay~~'s owner pay the reasonable cost to the town ~~animal~~ enforcement agent to tattoo the animal with an identification number. The town ~~animal~~ enforcement agent shall maintain a registry of the numbers and the owners of the animals.

6. ~~Have a licensed veterinarian spay or neuter~~That the animal be spayed or neutered at the owner's expense. ~~The owner shall obtain written certification signed by the veterinarian that the spaying or neutering has been performed.~~

7. That the animal be defanged or declawed.

8. That the animal be banished from the town limits, after first being spayed or neutered, microchipped and tattooed by a licensed veterinarian at the owner's expense.

9. That the animal be forfeited to the town enforcement agent for transfer to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals, as described in section 6-8-10.

10. That the animal be humanely destroyed.

D. If the owner fails to appear at the hearing, the town magistrate shall order the animal forfeited to the town enforcement agent.

6-8-8 ~~6-6-5 Consent~~Vicious or destructive animals; consent to inspection; inspection; order of compliance; seizure

A. By continuing to own an animal declared ~~dangerous~~vicious or destructive, an owner gives consent to ~~the~~any town ~~animal~~ enforcement agent ~~or any law enforcement officer~~ to inspect the animal declared ~~dangerous,~~vicious or destructive and the premises where the animal is kept~~, the liability insurance documents required for the animal, and the veterinarian's certificate of spaying or neutering for the animal~~.

B. ~~The~~Upon inspection, the town ~~animal~~ enforcement agent may seize and impound the ~~dangerous~~ animal if the owner ~~fails to obey the order of compliance. Five~~has failed to comply with the town magistrate's order on disposition of the animal.

C. If the owner of the animal has not demonstrated compliance with the town magistrate's order within five days after the seizure of the animal, the town ~~animal~~ enforcement agent may humanely destroy the animal ~~unless the owner has demonstrated obedience to the order of compliance. The owner of the animal is responsible for any impound fees.~~ .

D. If the owner of the animal demonstrates proof ~~that~~of compliance with the town magistrate's order ~~of compliance has been obeyed~~, then the animal will be returned to the owner after payment of impound fees and any other applicable fees.

E. Any action taken under this ~~chapter~~section shall be in addition to any available criminal penalties.

6-8-9 ~~6-6-6 **Required**~~**Vicious or destructive animals; required acts and unlawful activities; classification**

A. An owner or any other person having control of an animal declared ~~dangerous~~vicious or destructive shall ~~obey the~~not fail to comply with an order of ~~compliance.~~the town magistrate regarding the animal.

B. An owner of an animal declared ~~dangerous~~vicious or destructive shall not sell, give away, abandon or otherwise dispose of the animal without notifying the town ~~animal~~ enforcement agent in writing in advance.

C. An owner of an animal declared ~~to be dangerous~~vicious or destructive shall provide proof of liability insurance and ~~the~~a veterinarian's certificate of spaying or neutering to the town ~~animal~~ enforcement agent upon demand, when applicable.

D. ~~An owner of an animal declared dangerous~~No person shall ~~not~~ prevent or ~~try~~attempt to prevent inspection of ~~the~~an animal declared vicious or destructive or the premises where the animal is kept.

E. When the owner of an animal is notified that the town ~~animal~~ enforcement agent is evaluating an animal or wants to evaluate an animal to determine if the animal is ~~dangerous~~vicious or destructive, the owner of the animal shall present the animal for inspection within 24 hours of a request by the town ~~animal~~ enforcement agent. The owner shall not sell, give away, hide or otherwise prevent the town ~~animal~~ enforcement agent from making an evaluation of the animal.

F. ~~The owner of an animal declared to be dangerous shall prevent the animal from running at large as defined in this title.~~Violation of this section is a class 1 misdemeanor.

~~G. The owner of an animal declared to be dangerous shall prevent the animal from biting, injuring or attacking any person or domestic animal outside of the confinement area.~~

~~6-6-7 **Minimum penalties; enhancement**~~

6-8-10 Duty to produce; exemption; classification

A. An owner of an animal charged with a violation of chapter 6-6 or chapter 6-7, or of an animal quarantined pursuant to section 6-7-4, shall produce that animal for inspection or impoundment upon the request of any town enforcement agent.

B. This section shall not apply where the violation in question occurred when the animal bit a member of the owner's household.

C. Violation of this section is a class 1 misdemeanor.

6-8-11 Authority to microchip

The town enforcement agent is authorized and empowered to place or cause to be placed an identity-tracing microchip in any animal impounded under this title.

6-8-12 Payment of costs and fees associated with impoundment

Except as otherwise provided in this title, all fees associated with the impoundment of an animal for any reason under the authority of this title, including without limitation veterinary, removal,

impoundment, boarding, microchipping, and disposition fees, shall be paid by the animal's owner.

6-8-13 Disposition of animals

A. ~~Wherever in this chapter any act is prohibited or declared to be unlawful or the doing of any act is required or the failure to do an act is declared to be unlawful, the violation of that provision is a misdemeanor punishable, except for the penalties already set forth in this title, by a fine of not less than $100 and not more than $1,000 and/or by imprisonment for not more than six months. No judge may grant probation to or suspend the imposition of the minimum fine prescribed in this paragraph. In addition, a person may be placed on probation for not more than three years. This shall not be construed to affect, in any way, the imposition of the minimum mandatory penalties provided in this paragraph.~~Any animal forfeited, abandoned, ownerless or unclaimed, and any other animals to be permanently disposed of by the town enforcement agent pursuant to this title shall be disposed of by one of the following methods.

1. Placed by adoption in a suitable home.
2. Transferred to a legally incorporated humane society or other nonprofit corporate animal-welfare organization devoted to the welfare, protection and humane treatment of animals. Transferred animals shall be disposed of by one of the following methods.
    a. Placed by adoption in a suitable home after first being sterilized.
    b. Released as part of a community cat program.
    c. Humanely destroyed.
3. Humanely destroyed.

B. ~~Each day any violation continues or occurs shall constitute a separate offense.~~As a condition of any transfer of animals pursuant to this section, the town enforcement agent shall verify that any organization that receives animals is organized for the pursuit of animal welfare activities, is actively engaged in those activities, does not breed nor release unsterilized animals, releases animals only through community cat programs or through adoption or fostering into suitable homes after first being sterilized, and complies with the sterilization and placement provisions of this title, and all applicable laws. Verification shall include announced and unannounced inspections of the organization's facilities and records. The town enforcement agent may repossess any animals and their offspring from any organization that is not in compliance with these conditions, and shall repossess these animals if the organization is not in compliance with the mandates set forth in subparagraph (A)(2) of this section, or if the organization or its personnel violate a cruelty law. Any organization wishing to receive animals must agree in writing to the terms of this section.

CHAPTER 6-9. ~~CHAPTER 6-7.~~ EXCESSIVE NOISE CAUSED BY ANIMALS OR BIRDS

6-9-1 ~~6-7-1~~ Excessive noise prohibited; classification

A. It is unlawful to own, possess, harbor or control any animal or bird which frequently or for continuous duration howls, barks, meows, squawks or makes other sounds, without provocation, if ~~they~~the sounds are clearly audible ~~sounds~~ beyond the property line of the

property on which they are conducted and they disturb the public peace, quiet or comfort of the neighboring inhabitants.

~~6-7-2 Violations; penalty~~

~~A. The provisions of this chapter shall be enforced and administered by the town animal enforcement agent and appropriate local law enforcement.~~

~~B. A violation of any provision of this chapter is a civil infraction and will be adjudicated by the town magistrate.~~

B. ~~C.~~ If the owner of the animal or bird which has engaged in an activity prohibited by this chapter cannot be determined, the owner, lessee or occupant of the property on which the activity is located shall be deemed responsible for the violation.

C. Except as otherwise provided in this section, violation of this section is a civil infraction.

D. ~~Each days' continuance~~Violation of this section is a class 2 misdemeanor if the owner of the animal has been found responsible or guilty of a violation ~~under this chapter shall be determined a separate offense.~~of this section within the 12-month period prior to the date of offense.

~~E. A fine of not less than $50 or more than $300 shall be imposed for each violation.~~

6-9-2 ~~6-7-3~~ **Exemptions**

Persons wishing to continue activities which constitute a violation of this chapter but were commenced prior to January 4, ~~1994~~1994, may seek an exemption from the town magistrate. The exemption may be granted if the magistrate finds that strict application of this chapter would cause undue hardship and that there is no reasonable or productive alternative method of engaging in the activity.

~~CHAPTER 6-8. AUTHORITY TO ENFORCE, REMOVE AND IMPOUND~~

~~6-8-1 Authority to enforce~~

~~Any peace officer or town animal enforcement agent is hereby authorized and empowered to enforce the provisions of this title and to issue citations for violations of it.~~

~~6-8-2 Authority to remove, impound and microchip; costs~~

~~A. A peace officer or town animal enforcement agent who has probable cause to believe violation of this title or of the Arizona revised statutes has occurred and reasonably believes that the violation will continue is authorized and empowered to remove and impound the animal.~~

~~B. The town enforcement agent is authorized and empowered to place an identity-tracing microchip in an animal impounded under this chapter.~~

~~C. All fees, including veterinary fees, incurred to remove, impound, board, care for and/or microchip an animal under the authority of this title shall be paid by the animal's owner.~~

~~CHAPTER 6-9. **RULES OF PROCEDURE**~~

~~All civil proceedings under this title shall be governed by the 17B A.R.S. traffic violation cases civ. proc. rules, as amended.~~

Document comparison by Workshare Compare on Wednesday, April 26, 2017 3:11:46 PM

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Description	00052063
Rendering set	Standard

Legend:	
Insertion	
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Style change	
Format change	
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Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

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	Count
Insertions	383
Deletions	314
Moved from	25
Moved to	25
Style change	0
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Total changes	747

Council-Regular Meeting **D2**

Meeting Date: 05/02/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: May 2, 2017

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

Subject: Relating to Finance; presentation and discussion regarding the Tangerine Farms Road Improvement District (TFRID) special assessment improvement bonds and current market conditions which may allow for a refunding of outstanding bonds (Erik Montague)

Discussion:

In December 2006, the Tangerine Farms Road Improvement District (TFRID) issued $25,774,000 in special assessment improvement bonds for the purpose of funding significant portions of the Tangerine Farms Road capital project from I-10 to approximately Moore Road. Each property owner within the TFRID benefit area is assessed their proportionate share of the debt service cost each November 1st (due December 1st) and May 1st (due June 1st). The debt service payments are due on January 1st and July 1st each year. The bonds carry an average interest rate of 4.6% and $14,469,000 of the original principal amount remains outstanding.

HB 2301 passed in the 2016 legislative session which makes several changes related to bond sales with the goal of lowering costs of issuance and costs to taxpayers.The measure creates the ability to refinance assessment district and improvement district bonds, similar to other bond and debt instruments. One of the significant challenges in a special assessment district refunding, however, is that we cannot increase the overall obligation of each property owner within the district. This means that we must identify a way to pay for normal costs of issuance associated with any refunding bonds.

The purpose of tonight's presentation is to provide Council with a brief background on the existing 2006 Debt and also provide a possible path forward to refund currently higher interest coupon bonds with lower interest rates. Stifel, Nicolaus & Company, Inc. will serve as underwriter on the bond transaction and Mr. Mark Reader, Managing Director, will be present this evening to provide an overview of the refunding opportunity, as well as, provide options on how to pay for costs of issuance.

Financial Impact:

Property owners within the TFRID may see reduced interest costs should market conditions be favorable.

Staff Recommendation:

Presentation only.

Suggested Motion:

Council's pleasure.

Attachments

No file(s) attached.
