AMENDED JUNE 19, 2017 at 3:30 p.m.

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 20, 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 June 20, 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

1 Proclaiming July 2017 as Parks and Recreation Month (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Development; presentation regarding land use assumptions and infrastructure improvements plans related to the Town's 2017 development impact fees for roads, parks, water, and wastewater capital infrastructure (Keith Brann)

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. 2017-052: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2017 El Tour 28-Mile event (Chris Saunders)

C2 Resolution No. 2017-053: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an intergovernmental agreement between the Pima County Regional Flood Control District and the Town of Marana for construction, operation, and maintenance of a disc golf course (Cynthia Nemeth-Briehn)

C3 Resolution No. 2017-054: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2017-2018 (Laine Sklar)

C4 Resolution No. 2017-055: Relating to Development; approving a final plat for Gladden Farms Blocks 14 & 15 Phase II Lots 71-138 and Common Areas A-3, A-4, B-8 – B-12 and C-1 located south of Tangerine Farms Road and north of Gladden Farms Community Park (Steven Vasquez)

C5 Resolution No. 2017-056: Relating to Development; accepting for maintenance certain public water improvements serving Willow Vista Subdivision at the southeast corner of Sandy Desert Trail and Cortaro Farms Road (Jennifer Christelman)

C6 Resolution No. 2017-057: Relating to Public Safety; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for Pima County Wireless Integrated Network (PCWIN) subscriber services (Carl Drescher)

C7 Ordinance No. 2017.015: Relating to Marana Regional Airport; amending Title 15 (Marana Regional Airport) of the Marana Town Code by replacing existing Title 15 with a comprehensive rewrite of Title 15; and designating an effective date (Steve Miller)

Resolution No. 2017-058: Relating to Marana Regional Airport; declaring as a public record filed with the Town Clerk the comprehensive rewrite of Marana Town Code Title 15 (Marana Regional Airport) adopted by Ordinance No. 2017.015 (Steve Miller)

C8 *Resolution No. 2017-066: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2017 through June 30, 2018 (Libby Shelton)*

C9 Approval of the June 6, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control, Series #10 Beer and Wine store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #05156, located at 7800 N. Cortaro Road, Marana, Arizona 85743 (Jocelyn C. Bronson)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #07209, located at 3800 W. Ina Road, Marana, Arizona 85741 (Jocelyn C. Bronson)

L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control Series #9 Liquor Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #9952, located at 12050 N. Dove Mountain Blvd., Marana, Arizona 85653 (Jocelyn C. Bronson)

L4 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Mark A. Tkach on behalf of Harley-Davidson of Tucson for RideNow/CAG Charitable Foundation to be held on June 29, 2017 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2017-059: Relating to Boards, Commissions and Committees; approving the appointment of George A. Kennedy to the Marana Public Safety Personnel Retirement System local board (Jocelyn C. Bronson)

B2 Resolution No. 2017-060: Relating to Boards, Commissions and Committees; making appointments to the Planning Commission (Jocelyn C. Bronson)

COUNCIL ACTION

A1 PUBLIC HEARING: Resolution No. 2017-061: Relating to Budget; adopting the Town of Marana's fiscal year 2017-2018 final budget (Erik Montague)

A2 Resolution No. 2017-062: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 1 - General Employment Rights and Responsibilities, Chapter 2 - Employment Process, Chapter 3 - Classification and Compensation, Chapter 4 - Employment Benefits and Leaves, Chapter 5 - Work Rules and Employee Discipline, and Chapter 7 - Safety and Health (Curry C. Hale)

A3 Resolution No. 2017-063: Relating to Marana Regional Airport; approving and authorizing the Mayor to execute the Second Amendment to Marana Regional Airport 7.91-Acre Lease Agreement between the Town of Marana and Pima Aviation, Inc. and the First Amendment to Marana Regional Airport Sky Dive Lease Agreement between the Town of Marana and Pima Aviation, Inc. (Steve Miller)

A4 PUBLIC HEARING: Resolution No. GFCFD 2017-02: [Marana Town Council acting as the Gladden Farms Community Facilities District Board of Directors]: A Resolution of the District Board of the Gladden Farms Community Facilities District, Pima County, Arizona, approving the final budget for the Gladden Farms Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

A5 PUBLIC HEARING: Resolution No. GFCFD2 2017-02: [Marana Town Council acting as the Gladden Farms (Phase II) Community Facilities District Board of Directors]: A Resolution of the District Board of the Gladden Farms (Phase II) Community Facilities District, Pima County, Arizona, approving the final budget for the Gladden Farms (Phase II) Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

A6 PUBLIC HEARING: Resolution No. SSCFD 2017-02: [Marana Town Council acting as the Saguaro Springs Community Facilities District Board of Directors]: A Resolution of the District Board of the Saguaro Springs Community Facilities District, Pima County, Arizona, approving the final budget for the Saguaro Springs Community Facilities District for the fiscal year beginning July 1, 2017 and

ending June 30, 2018 (Erik Montague)

A7 PUBLIC HEARING: Resolution No. VFCFD 2017-02: [Marana Town Council acting as the Vanderbilt Farms Community Facilities District Board of Directors]: A Resolution of the District Board of the Vanderbilt Farms Community Facilities District, Pima County, Arizona, approving the final budget for the Vanderbilt Farms Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

A8 Resolution No. 2017-064: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal Year 2017-2018 to support the operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

A9 Resolution No. 2017-065: Relating to Administration; approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Town Manager Gilbert Davidson (Jane Fairall)

A10 *Resolution No. 2017-067: Relating to Public Works; authorizing the acquisition of lands and property rights needed for the Adonis Road Extension, Town of Marana Project No. ST059 (Keith Brann)*

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Planning Commission.

E3 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interview of George A. Kennedy, candidate for appointment to the Public Safety Personnel Retirement System local board.

E4 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss and evaluate the performance of Town Manager Gilbert Davidson.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **1**

Meeting Date: 06/20/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Subject: Proclaiming July 2017 as Parks and Recreation Month (Jocelyn C. Bronson)

Attachments

Proclaiming July 2017 Parks and Recreation Month

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Parks and Recreation Month 2017

WHEREAS parks and recreation programs are an integral part of communities throughout this country; and

WHEREAS the recreation opportunities that our parks provide are vitally important to establishing and maintaining quality of life, ensuring the health of all citizens and contributing to the economic and environmental well-being of a community; and

WHEREAS parks and recreation programs traditionally increase a community's economic prosperity through increased tourism, by attracting and retaining businesses and reducing crime; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, provide vegetative buffers to development and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas help ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and the outdoors.

NOW THEREFORE, the Mayor and Council of the Town of Marana do recognize and celebrate the benefits derived from parks and recreation resources and proclaim

July, 2017 Parks and Recreation Month

and urge all citizens to use and care for the many parks and recreation facilities available throughout our community.

Dated this 20th day of June, 2017.

Ed Honea

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **P1**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Keith Brann, Town Engineer

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Development; presentation regarding land use assumptions and infrastructure improvements plans related to the Town's 2017 development impact fees for roads, parks, water, and wastewater capital infrastructure (Keith Brann)

Discussion:

Town staff are currently working to update the Town's impact fees for streets, parks, water and wastewater. Draft reports for land use assumptions and infrastructure improvements plans were posted on June 2, 2017. A public hearing has been advertised for August 1, 2017.

The Town last updated its impact fees in 2014. New infrastructure needs related to newly revised land use assumptions and growth projections have necessitated the review and update to all of the Town's impact fees.

Tonight's presentation will highlight the new growth projections and projects proposed to meet the infrastructure needs of our growing community.

Staff Recommendation:

Presentation only.

Suggested Motion:

None.

Attachments

Streets IIP
2017 Land Use Assumptions
Draft Marana Parks IIP
Draft Marana Water IIP
Draft Marana Sewer IIP

Town of Marana

Impact Fee Study

Streets Facilities

Infrastructure Improvements Plan

Public Report

DRAFT

Prepared by

PSOMAS

333 East Wetmore Road, Suite 450

Tucson, AZ 85705

Prepared for

MARANA AZ

CELEBRATING 40 YEARS

11555 West Civic Center Drive

Marana, AZ 85653

Psomas Project No. 7TMA150105

May 31, 2017

Town of Marana Mayor and Council

Ed Honea – Mayor
Jon Post – Vice Mayor
Dave Bowen – Councilmember
Patti Comerford – Councilmember
Herb Kai – Councilmember
Carol McGorray – Councilmember
Roxanne Ziegler – Councilmember

Key Staff

Gilbert Davidson, Town Manager
Keith Brann, P.E., CFM, Town Engineer and Project Director
Frank Cassidy Esq., Town Attorney
Fausto Burruel, P.E., Traffic Engineering Division Manager
Dan Grossman, Project Control Specialist

Project Consultants

Psomas
333 East Wetmore Road, Suite 450
Tucson, AZ 85705
520-292-2300
Prime Consultant – All Tasks

Curtis Lueck & Associates
5640 West Four Barrel Court
Tucson, AZ 85743
Advisor – All Tasks

TABLE OF CONTENTS

1. INTRODUCTION ____ 1

1.1. ALLOCATION OF GROWTH WITHIN SERVICE AREAS ____ 1

2. NECESSARY PUBLIC SERVICES ____ 3

2.1. EXISTING NEEDS ____ 3
2.2. PAG MODELING METHODOLOGY ____ 6
2.3. PROJECTED NEEDS ____ 7

3. TRAVEL DEMAND PER DEMAND UNIT – METHODOLOGY ____ 8

3.1. AVERAGE TRIP LENGTH ____ 8
3.2. ITE TRIP GENERATION RATES ____ 8
3.3. PRIMARY TRIPS ____ 10
3.4. TRAVEL DEMAND ON THE ARTERIAL AND MAJOR COLLECTOR ROAD NETWORK ____ 10

4. PROJECTED SERVICE UNITS FOR NEW DEVELOPMENT ____ 11

5. REVENUE CONSIDERATIONS ____ 12

6. REFERENCES ____ 14

LIST OF FIGURES

FIGURE 1. STREETS FACILITIES SERVICE AREAS _____ 2

LIST OF TABLES

TABLE 1. NECESSARY STREETS FACILITIES, EXISTING AND FUTURE _____ 4
TABLE 2. CURRENT AND FUTURE TRAFFIC VOLUMES _____ 5
TABLE 3. ESTIMATE OF STREETS FACILITY DEMAND PER UNIT OF LAND USE _____ 9

1. INTRODUCTION

As many jurisdictions do, the Town of Marana collects development impact fees to help offset some of the infrastructure costs associated with growth. In order to continue charging impact fees, the Town must comply with Arizona Revised Statute (ARS) §9-463.05, which includes the preparation of development fee studies, project lists, and fee schedules. Prior to establishing fees, a land use assumptions document and an infrastructure improvement plan (IIP) must be prepared.

This report identifies the infrastructure needs for the street facilities in the Town. The analysis only includes arterials and major collectors, since roadways with lower classifications are generally internal to development and are constructed during the development process. This analysis will be used in the subsequent calculation of impact fee rates.

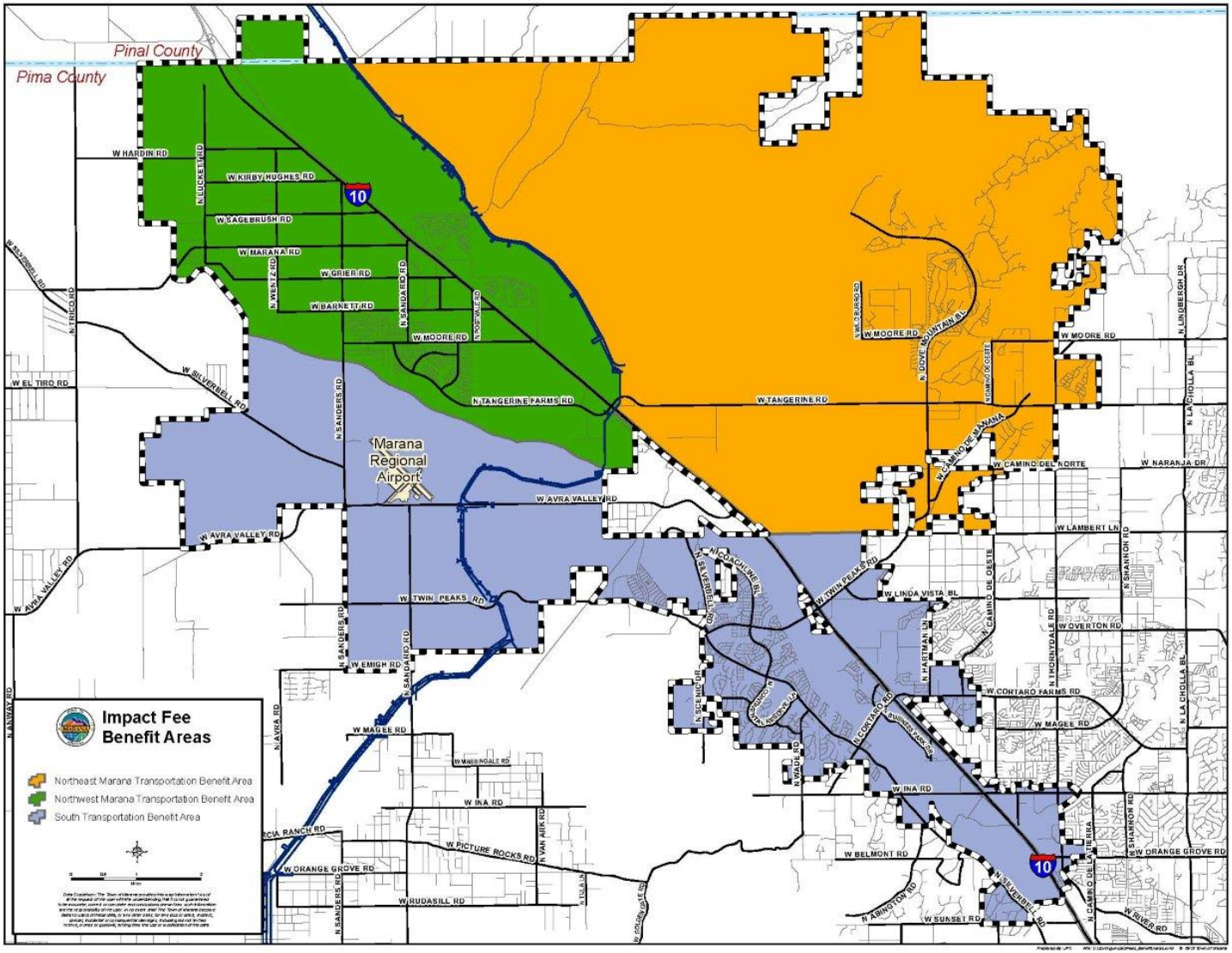
The land uses that are used in this report to evaluate infrastructure needs are documented separately in the Land Use Assumptions report developed by the Town of Marana. The Land Use Assumptions report provides a quantification of expected future development within each of the service areas for which impact fees will be assessed.

1.1. ALLOCATION OF GROWTH WITHIN SERVICE AREAS

A "service area" is defined in ARS §9-463.05 (T)9 as "any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services of facility expansions and the development being served as prescribed in the infrastructure improvement plan."

The Town of Marana currently has three service areas for streets: Northeast, Northwest, and South. The Town will continue to use the current services areas, which are shown in Figure 1.

Figure 1. Streets Facilities Service Areas



2. NECESSARY PUBLIC SERVICES

2.1. EXISTING NEEDS

For each necessary public service for which impact fees will be used, this document shall include the following:

Per ARS §9-463.05(E)1:

- "A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."

Per ARS §9-463.05(E)2:

- "An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."

The Town of Marana has identified the roadway projects which will be included in the development fee study as necessary public services. These projects, shown in Table 1, are necessary mainly due to the expected growth which was documented in the Land Use Assumptions report. The table includes the costs for all projects as well as the total costs for new/improvement projects and for legacy projects.

Based on the 10-year framework required by the ARS, the analysis years include 2017 through 2027. The roadway projects for that period include 45.5 lane-miles of new and improved roadways, two traffic interchanges along Interstate 10 (at Twin Peaks Road and at Marana Road), and 50.4 lane-miles of legacy facilities reserved for development. Traffic volumes for each roadway project in 2017 and 2027 are provided in Table 2. The development of the traffic volumes in the table are further discussed in the following section.

Table 1. Necessary Streets Facilities, Existing and Future

	Road Project	Limits		# of Lanes	Length (mi)	Construction Cost		Non-Construction Costs*	Total Capital Cost - New/ Improvements	Legacy Cost	Source	Notes
						Per Lane-Mile	Total					
Northwest	Marana Main Street	Sandario	Grier	2	0.54	$1,400,000	$1,512,000	$506,520	$2,020,000		RSC cost/mi (indexed)	
	Marana Main Street	Tangerine Farms Rd	Sandario	2	0.35					$1,000,000	Town of Marana	Debt Service
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	4	4.1					$5,462,000	Outstanding Impact Fee Credits	Built by developers
	Clark Farms	Riccati Dr	Despain Dr	3	0.7							
	Gladden Farms	Tangerine Farms Rd	Lon Adams Rd	3	0.9							
	Lon Adams Road	Tangerine Farms Rd	Moore Rd	3	0.9							
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	4	1.2	$1,400,000	$6,720,000	$2,251,200	$8,970,000		RSC cost/mi (indexed)	
	Marana Road Interchange, Phase 1	N/A	N/A	N/A	N/A				$6,000,000		Town of Marana	
Northeast	Tangerine Road, Phase 1	Dove Mountain Blvd	Town Limits	4	2.4				$6,189,000		Town of Marana	Shortfall in impact fees at time of Phase 1 construction
	Tangerine Road, Phase 2	I-10 (Tangerine TI)	Dove Mountain Blvd	4	4.6				$49,179,000		Town of Marana	Calculated cost of phase based on Phase 1 costs, less RTA funding
	Twin Peaks Road	Lambert Ln	Tangerine Rd	4	2.1					$4,097,000	Town of Marana	Debt Service (2/3 of total per Town of Marana based on length)
	Moore Road	Camino de Oeste	Thornydale Rd	2	1.3					$876,000	Outstanding cost	
South	Twin Peaks Interchange	N/A	N/A	N/A	N/A					$3,008,000	Town of Marana	Debt Service
	Twin Peaks Road	I-10	Lambert Ln	4	1.3					$2,049,000	Town of Marana	Debt Service (1/3 of total per Town of Marana based on length)
	Twin Peaks Road/ Rattlesnake Pass	Saguaro Highlands Dr	Silverbell Rd	4	1.5	$1,400,000	$8,400,000	$2,814,000	$11,210,000		RSC cost/mi (indexed)	Only 2 of the ultimate 4 lanes - the other 2 are a rezoning requirement
	Cortaro Road	I-10	Camino de Oeste	4	1.7				$8,134,735		Town of Marana	
	Silverbell Road	Ina Rd	Cortaro Rd	4	1.0				$21,068,682		Town of Marana	
	Ina Road	I-10	Silverbell Rd	4	1.1				$9,000,000		Town of Marana	
						Total (New/Improvement Facilities)			$121,771,417			
						Total (Legacy Facilities)				$16,492,000		
						TOTAL (ALL FACILITIES)			**$138,263,417**			

* Includes ROW, environmental mitigation, drainage, design, construction management, financing costs

Table 2. Current and Future Traffic Volumes

	Road Project	Limits		Speed Limit (mph)	Existing Volume (veh/day)[1]	Existing Volume Adjusted[2]	Existing Capacity (veh/day)[3]	Future Volume (veh/day)[4]	Future Volume Adjusted[5]	Future Capacity (veh/day)[6]
Northwest	Marana Main Street	Sandario Rd	Grier Rd	25	0		N/A	1,700	1,895	14,040
	Marana Main Street	Tangerine Farms Rd	Sandario Rd	25	0		14,040	600	2,659	14,040
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	45	5,700		35,820	8,300		35,820
	Clark Farms	Riccati Dr	Despain Dr	40	1,200		14,742	2,200		14,742
	Gladden Farms	Tangerine Farms Rd	Lon Adams Rd	30	3,800		14,742	3,600		14,742
	Lon Adams Road	Tangerine Farms Rd	Moore Rd	30	4,100		14,742	4,100		14,742
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	45	0		N/A	7,500		35,820
	Marana Road Interchange, Phase 1	N/A	N/A	N/A	N/A		N/A	N/A		N/A
Northeast	Tangerine Road, Phase 1	Dove Mountain Blvd	Town Limits	50	10,700	14,444	35,820	17,300	21,044	35,820
	Tangerine Road, Phase 2	I-10 (Tangerine TI)	Dove Mountain Blvd	50	5,800		15,930	9,200		35,820
	Twin Peaks Road	Lambert Ln	Tangerine Rd	45	13,700		35,820	19,700		35,820
	Moore Road	Camino De Oeste	Thornydale	30	5,500		14,040	9,300		14,040
South	Twin Peaks Interchange	N/A	N/A	N/A	N/A		N/A	N/A		N/A
	Twin Peaks Road	I-10	Lambert Ln	45	16,800		35,820	26,000		35,820
	Twin Peaks Road/Rattlesnake Pass	Saguaro Highlands Dr	Silverbell Rd	45	6,700		15,930	9,000	15,918	35,820
	Cortaro Road	I-10	Camino de Oeste	40	22,900		35,820	27,000		35,820
	Silverbell Road	Ina Rd	Cortaro Rd	45	15,500		35,820	26,500		35,820
	Ina Road	I-10	Silverbell Rd	45	19,700	12,848	35,820	31,400	24,548	35,820

[1] From PAG 2017 Travel Demand Model using Marana Land Use Assumptions

[2] Used recent traffic count if significant differences between 2017 PAG Model and recent traffic counts

[3] Based on current road section and FDOT Capacity Tables

[4] From PAG Travel Demand Model using Marana 2027 Land Use Assumptions and regional growth factor

[5] Adjusted to better reflect anticipated volumes based on existing and planned developments

[6] Based on 2027 road section and FDOT Capacity Tables

2.2. PAG MODELING METHODOLOGY

The Pima Association of Governments (PAG) maintains a travel demand model that estimates the future volumes for the Tucson metropolitan area. A new 2027 model was developed for this study based on employment, population, and facility inputs provided by the project team in collaboration with the Town. Note that the results of this model (and the 2017 model, also provided by PAG) do not represent official PAG forecasts, but are instead a special product developed by PAG for the Town of Marana.

The PAG model does not directly include ITE trip generation rates (which are typically used to determine how much traffic a development will generate). Instead, the model develops trip generation based on the characteristics of each Traffic Analysis Zone (TAZ), such as employment and population. Trips are then distributed on the surrounding roadway network based on origins and destinations, trip length, travel time, and available roadway capacity.

The resulting volumes are shown on Table 2 (see previous page). In some cases, existing and/or future volumes were adjusted beyond what was provided in the PAG models based on recent traffic counts and other available information.

To estimate the necessary public services, the daily roadway capacity for one lane-mile of arterial roadway was calculated. The general daily capacities for a single lane ranges from 7,000 to 9,000 vehicles per day (vpd), depending on the roadway type, vehicular access control, and whether the roadway is in an urban or a rural area. The Town uses performance criteria based on daily service volumes included in their 2006 *Procedures for Preparation of Transportation Impact Studies for the Town of Marana*[1] to evaluate roadway Level of Service (LOS). LOS D is the performance standard for most areas, and will be used in this study.

The often-used Florida Department of Transportation (FDOT) standards[2] for LOS D are similar to those used by the Town of Marana. It is recommended that the FDOT standards for LOS D for each roadway type be adopted for this study. The appropriate roadway capacities are shown in Table 2.

2.3. PROJECTED NEEDS

ARS §9-463.05(E)3 requires that this document shall include:

> "A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including an forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."

As shown in Table 1, there are approximately 45.5 lane-miles of new roadway attributable to new development, two traffic interchanges along I-10, and 50.4 miles of legacy facilities reserved for development, with an estimated total cost attributable to development of $67,849,296. The cost of preparing updates to the impact fee documents twice during the 10-year study period, based on the cost of this study, is $180,000 ($90,000 per update). Therefore, the total cost for providing these necessary public services associated with streets is $68,029,296 during the 10-year time period.

3. TRAVEL DEMAND PER DEMAND UNIT – METHODOLOGY

ARS §9-463.05(E)4 requires that this document shall include:

> "A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."

Town staff provided a list of land uses which will be used in calculating the trip generation for future development projects. Each of these land uses has documented trip rates in the *ITE Trip Generation Manual*[3]. There have been some minor changes in the land uses since the adoption of the 2014 IIP to better fit Town policies and projected development. Table 3 shows the estimated roadway demand per unit of land use, and a description of the factors is included in the following sections.

3.1. AVERAGE TRIP LENGTH

The average trip length shown in Table 3 is based on trip length data from the Table 5 of the 2009 National Household Travel Survey[4] (NHTS). The survey data is collected from a sample of U.S. households, and is expanded to provide national estimates of trips and travel distance by travel mode, trip purpose, and a number of household characteristics.

3.2. ITE TRIP GENERATION RATES

The ITE *Trip Generation Manual* contains trip generation rates for a wide variety of land uses by unit of land use measurement (i.e. per residential unit for residential developments, per 1,000 square feet for commercial, etc.). The 9th Edition, published in 2012, was referenced for this work. The PM peak hour rates were applied in the demand unit calculations. The PM peak hour rates were used because that period is typically the busiest period of the day, and is generally what drives the need for additional capacity.

Table 3. Estimate of Streets Facility Demand per Unit of Land Use

Land Use Category	Unit	% Primary Trips	Average PM Peak Hour Trip Rate per Unit	Average Trip Length (mi)	% Travel Demand on Marana Arterial Network	Vehicle Miles of Travel Demand per Unit	Representative ITE Category	EDUs
Residential								
Single Family Residential	Dwelling Unit	100%	1.00	9.7	48%	4.7	210	1.0
Multi-Family	Dwelling Unit	100%	0.62	9.7	48%	2.9	220	0.6
Hotel/Motel	Rooms	100%	0.47	9.7	48%	2.2	320	0.5
Congregate Care	Dwelling Unit	100%	0.17	9.7	48%	0.8	253	0.2
Single Family Residential (age restricted)	Dwelling Unit	100%	0.27	9.7	60%	1.6	251	0.3
Multi-Family (age restricted)	Dwelling Unit	100%	0.25	9.7	60%	1.5	252	0.3
Retail and Services								
< 15,000 sf	1000 sf	19%	11	6.5	40%	5.4	820	1.2
> 15,000 sf	1000 sf	66%	3.71	6.5	40%	6.4	820	1.4
High Traffic Retail	1000 sf	23%	25.86	6.5	40%	15.5	853, 934	3.3
Industrial	1000 sf	70%	0.56	9.7	40%	1.5	110, 120, 150, 151	0.3
Office	1000 sf	75%	1.49	11.8	40%	5.3	710	1.1
Medical Office / Hospital	1000 sf	60%	2.25	9.7	40%	5.2	720,610	1.1
Institutional	1000 sf	50%	1.09	6.3	40%	1.4	520, 530	0.3
Recreation	1000 sf	75%	0.17	10.7	40%	0.5	435	0.1

3.3. PRIMARY TRIPS

Primary trips are trips to and from a specified land use which a driver intended to make without making other stops along the way. Drivers may also choose to divert from their originally intended path to make a secondary stop, or may choose to make a stop along their original path. These trips are called diverted trips and pass-by trips, respectively. The calculations for determining impact fees are based solely on primary trips, so diverted trip and pass-by trip data in the ITE *Trip Generation Manual* was used to determine what percentage of trips are primary trips for each land use.

3.4. TRAVEL DEMAND ON THE ARTERIAL AND MAJOR COLLECTOR ROAD NETWORK

As previously discussed, only trips on the arterial and major collector roadways are considered in the development of impact fees. A general assumption, matching that in the 2014 IIP, is that 80% of travel occurs on the arterial/major collector system for most land use types. As the Town has grown, it is assumed that 60% of all residential trips are on Town roadways. For most of the other land uses, half of the generated trips will occur on Town roadways, while the other half will occur outside Town limits or on non-town roadways (such as I-10). Trips generated by age restricted residential developments are expected to include a higher percentage on Town roadways.

4. PROJECTED SERVICE UNITS FOR NEW DEVELOPMENT

ARS §9-463.05(E)5 requires that this document shall include:

> "The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."

In addition, ARS §9-463.05(E)6 requires that this document shall include:

> "The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."

The *Land Use Assumptions* report estimated that growth between 2017 and 2027 will include 6,973 new residential units and 341 acres of non-residential development, estimated to include 2.9 million square feet of non-residential building area. The calculation assumes a non-residential floor area ratio (FAR) of 0.2.

5. REVENUE CONSIDERATIONS

Considering revenue, ARS §9-463.05(E)7 states that the IIP should include:

> "A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."

In order to provide an equitable obligation of transportation impact fees, both costs and credits must be considered. New development must be given credit for contributions to the various forms of funding which may be used for roadway improvements, such as the contribution of a development impact fee. Other sources of roadway infrastructure funding which can be identified as coming from a new development must be considered as credits for that development.

Further, the costs associated with correcting existing deficiencies cannot be placed as a burden on new development. Any money spent from common improvement funds to address a deficiency must consider credits to new development for which the improvement is associated. At this time, the only continuing revenue source which may be considered as credits to new development is the construction sales tax.

The Town currently has a 4.0% construction sales tax. The construction sales tax is nominally collected at the rate of 65% of the contract value, which is the presumptive proportion of the contract related to taxable building materials. The 4% rate includes the Town's base rate of 2% plus an additional 2% specific to contracting activities[1].

[1] It is noted that the Town has temporarily increased its sales tax from 2.0% to 2.5%. The Additional 0.5% is to fund the construction of a police station and is expected to sunset in December 0f 2018. Therefore for the purposes of this study, the 2.0% retail sales tax will be used.

For example, a typical new 2,000-square-foot single family home would have an estimated construction cost of $245,736[5], and a related construction tax of $5,995.53. However, only half of the tax is creditable against the development fee, so the credit is $2,997.77, which is rounded up to $2998. The calculation methodology and complete table of construction sales tax credits by impact fee category are included in Appendix B of this report.

Note that the construction sales tax credit will be split between the streets facilities fee and the park fee for single family and multi-family residential developments (general and age-restricted) in the development of the fee studies for the two infrastructure categories.

The Town utilizes its HURF/VLT allocation solely for maintenance. Therefore, no credit will be provided for HURF/VLT funds. In addition, the Town does not have a property tax, and other state and federal revenues are undeterminable and intermittent. Therefore, the construction sales tax credit is the only source of credits considered in this study.

6. REFERENCES

[1] *Procedures for the Preparation of Transportation Impact Studies for the Town of Marana.* Town of Marana, July 2006.

[2] *Florida Quality and Level of Service Tables.* Florida Department of Transportation, 2013.

[3] *Trip Generation Manual, 9th Edition.* Institute of Transportation Engineers, 2012.

[4] *Summary of Travel Trends, 2009 National Household Travel Survey*. Federal Highway Administration, June 2011. http://nhts.ornl.gov/2009/pub/stt.pdf, accessed May 2017.

[5] *Building Valuation Data – February 2017.* International Code Council, https://cdn-web.iccsafe.org/wp-content/uploads/BVD-0217.pdf, accessed May 2017.

Appendix A
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Appendix B
Methodology for Construction Sales Tax Credit

1. Assuming typical building materials for each representative impact fee category, construction costs were determined using the International Code Council cost valuation tables.
2. The construction sales tax is based on a state formula[2] which includes the Town construction sales tax (4%), the total tax rate for the area (10.1% in Pima County[3]), and a percentage of the actual construction cost (65%)
    a. First, the formula includes a calculation of a tax factor on the overall tax burden:

        (65% x 10.1%) / (1 + (65% x 10.1%)) = 0.0616056

    b. Next, the formula multiplies this factor by the portion of the total sales tax that is the Town's to determine an adjusted sales tax rate

        0.0616056 x (4% / 10.1%) = 2.4398%
3. State law requires that all tax revenue received above the Town's normal sales tax be credited against the development impact fees. For the Town, the normal sales tax is 2%, compared to the overall construction sales tax of 4%[4]. Therefore, 50% of the construction sales tax collected should be applied as a credit against the impact fees.
4. For impact fee categories which are unit based, representative building sizes were used to develop estimated construction costs and associated taxes. The following average square footages include residential living areas and additional accompanying areas.
    a. Single family residence (general and age-restricted) – 2,000 sq ft of living space, 400 sq ft garage
    b. Multi-family residence (general and age-restricted) – 1,115 sq ft total space per unit (rental)
    c. Hotel/motel – 550 sq ft of total space per unit (room)
    d. Congregate care – 350 sq ft of total space per unit (bed)

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[2] Formula is provided by the Arizona Department of Revenue (https://www.azdor.gov)
[3] Total tax rate is 5.6% for the state + 4% for Marana construction + 0.5% for the RTA = 10.1%
[4] It is noted that the Town has temporarily increased its sales tax from 2.0% to 2.5%. The Additional 0.5% is to fund the construction of a police station and is expected to sunset in December 0f 2018. Therefore for the purposes of this study, the 2.0% retail sales tax will be used.

5. All other impact fees categories use 1,000 sq ft of construction for the construction tax credit, related directly to the impact fee burden, which is also calculated based on 1,000 sq ft.

Construction Sales Tax Credit by Impact Fee Category

Impact Fee Category	ICC Building Group	ICC Construction Type	ICC Cost per sq ft	Average	Typical sq ft	Construction Cost	Total Construction sales tax	Creditable Construction Sales Tax
Single Family Residence	R3 - residential one and two family	5b	$113.85	$113.85	2,000	$245,736.00	$5,995.53	$2,998.00
	U - utility (garage)	5b	$45.09	$45.09	400			
Multi-Family Residence	R2 - residential multi-family	5b	$104.47	$104.47	1,115	$116,484.05	$2,842.01	$1,422.00
Single Family Residential (age restricted)	R3 - residential one and two family	5b	$113.85	$113.85	2,000	$245,736.00	$5,995.53	$2,998.00
	U - utility (garage)	5b	$45.09	$45.09	400			
Multi-Family (age restricted)	N/A	5b	$104.47	$104.47	1,115	$116,484.05	$2,842.01	$1,422.00
Hotel/Motel	R1 - residential hotels	5b	$133.61	$133.61	550	$73,485.50	$1,792.92	$897.00
Congregate Care	I2 - institutional, nursing homes	3a	$179.07	$157.75	355	$56,001.25	$1,366.33	$684.00
	R4 - care/assisted living	5a	$136.43					
Retail Services	M - mercantile	3b	$104.03	$104.03	1,000	$104,030.00	$2,538.15	$1,270.00
High Traffic Retail	B - business	3b	$142.14	$142.14	1,000	$142,140.00	$3,467.97	$1,734.00
Industrial	B - business	3b	$142.14	$142.14	1,000	$142,140.00	$3,467.97	$1,734.00
Office	B - business	3b	$142.14	$142.14	1,000	$142,140.00	$3,467.97	$1,734.00
Medical	I2 - institutional, hospitals	1b	$301.16	$301.16	1,000	$301,160.00	$7,347.78	$3,674.00
Institutional	A3 - assembly, churches	3b	$172.49	$154.64	1,000	$154,636.67	$3,772.86	$1,887.00
	E - educational	3b	$154.12					
	A3 - assembly, libraries, museums, community halls, general	3b	$137.30					
Recreation	A3 - museums, libraries	3b	$137.30	$137.30	1,000	$137,300.00	$3,349.88	$1,675.00

Town of Marana, Arizona
Impact Fee Update

Land Use Assumptions

Public Report

Draft

Prepared by:
Town of Marana

MARANA AZ
CELEBRATING 40 YEARS

May 31, 2017

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TABLE OF CONTENTS

INTRODUCTION 1
Allocation of Growth within Service Areas 1
EXISTING SOCIOECONOMIC CONDITIONS 3
Population and Housing 3
Employment 3
2017 SOCIOECONOMIC CONDITIONS – PAG-ASSISTED MODEL 4
LAND USE ASSUMPTIONS 4
2027 CONDITIONS – WITH LAND USE ASSUMPTIONS 7
NOTE: MARANA PORTION OF MULTIJURISDICTIONAL TAZS ONLY. 8

LIST OF EXHIBITS

Exhibit 1 Streets Service Areas and Parks Service Area (Town Limits) 2
Exhibit 2 Population and Housing Units Census Data 3
Exhibit 3 2015 Employment Data 3
Exhibit 4 Marana Land Use Assumptions 5
Exhibit 4 (cont.) Marana Land Use Assumptions 6
Exhibit 5 Commercial Development Assumptions 7
Exhibit 6 Socioeconomic Totals (2017 – 2027) 8

APPENDIX

List of Preparers
Map of TAZs
Population and Employment by TAZ (2017 – 2027)

Introduction

The Town of Marana collects development impact fees to offset some of the infrastructure costs associated with growth. The Town currently charges fees for roads and parks, and intends to continue doing so. In order to continue the fees, the Town must comply with Arizona Revised Statute (ARS) §9-463.05. In so doing, the Town will be preparing new development impact fee studies, project lists, fee schedules, and municipal ordinance.

The statute, which codifies Senate Bill 1525, includes major changes in development fee assessment procedures and programs. The statute limits the types of "necessary public services" which impact fees can fund. A municipality must develop two preliminary products prior to calculating the fees for each service category: a set of land use assumptions and an infrastructure improvement plan (IIP).

As defined in ARS §9-463.05(T)6, " 'Land use assumptions' means projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality."

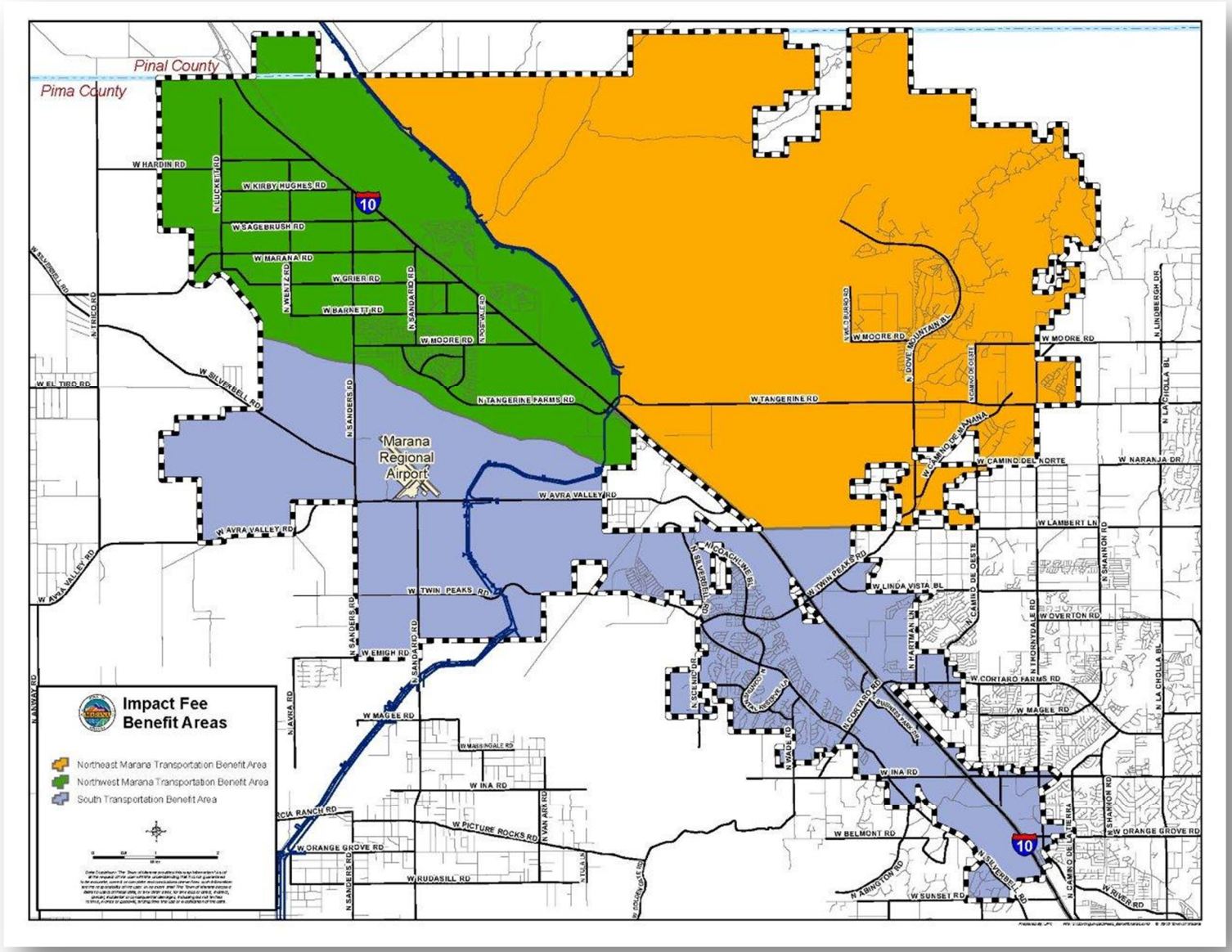
This report is a required document that identifies the land use assumptions to be applied in the IIPs for streets and parks, and the subsequent calculation of development impact fee rates. These land use assumptions are used to estimate the amount of new development within the benefit areas from which development impact fees will be assessed. These land use assumptions generally reflect the community's general plan and the region's official suballocation of population forecast to the municipality.

Allocation of Growth within Service Areas

As defined in ARS §9-463.05 (T)9, " 'Service area' means any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services of facility expansions and the development being served as prescribed in the infrastructure improvement plan."

The Town will be applying the same service areas that currently exist. A map of these service areas is shown in Exhibit 1.

Exhibit 1 Streets Service Areas and Parks Service Area (Town Limits)



Existing Socioeconomic Conditions

Population and Housing

Marana continues to grow faster than the state as a whole. The US Census Bureau provided the following general population and housing data in Exhibit 2.

Exhibit 2 Population and Housing Units Census Data

	Marana	Arizona
Population, 2015 estimate	41,315	6,828,065
Population, 2010 (April 1) estimates base	34,566	6,392,307
Population, percent change, April 1, 2010 to July 1, 2015	+19.5%	+6.8%
Housing units, 2010	14,726	2,844,526
Homeownership rate, 2011-2015	74.0%	62.8%
Housing units in multi-unit structures, percent, 2011-2015	6.2%	21.0%
Median value of owner-occupied housing units, 2011-2015	$212,600	$167,500
Households, 2011-2015	13,821	2,412,212
Persons per household, 2011-2015	2.73	2.69

Employment

Marana has a higher employment rate than the state as a whole. The 2015 employment data in Exhibit 3 is provided by the US Census Bureau.

Exhibit 3 2015 Employment Data

	Marana		Arizona	
Employment Status	Estimate	Percent	Estimate	Percent
Population 16 years and over	29,326	-	5,207,123	-
In labor force	18,101	61.7%	3,106,324	59.7%
Civilian labor force	18,017	61.4%	3,089,118	59.3%
Employed	16,713	57.0%	2,813,406	54.0%
Unemployed	1,304	4.4%	275,712	5.3%
Armed Forces	84	0.3%	17,206	0.3%
Not in labor force	11,225	38.3%	2,100,799	40.3%
Civilian labor force	18,017	-	3,089,118	-
Percent Unemployed	-	7.2%	-	8.9%

2017 Socioeconomic Conditions – PAG-assisted Model

As part of the update to the streets IIP, the Town's consultant assisted Pima Association of Governments (PAG) with refining the existing regional model and developing a travel demand model based on existing (2017) and projected (2027) socioeconomic conditions for use in this study.

PAG maintains a model of existing conditions as well as a model representing the regional transportation network incorporating the planned 5-year Transportation Improvement Program (TIP) projects (currently through 2022). PAG provided both models as well as socioeconomic data for each Transportation Analysis Zone (TAZ) in the region for each model. The data included population and employment estimates. For the 2017 population and employment data for the TAZs within and surrounding the Marana impact fee service areas, the consultant proposed suggested refinements to represent the impact fee service areas. These refinements were developed in concert with the Town, and included updating population and/or employment for the TAZs to produce an updated model of existing conditions for the region for use in this project.

Land Use Assumptions

The land use assumptions are based on the current Town General Plan, as required by the statute. These are shown in Exhibit 4.

The land use assumptions include the estimated build out residential units and the estimated non-residential commercial acres. This was done to show the percentage of each development that is estimated to be constructed and eligible for inclusion in the IIP which is developed for a ten year planning horizon. The 10-year period will begin January 1, 2018; therefore January 1, 2027 would be the planning horizon. The land use assumptions are provided for the area within the existing Town limits and also within areas that are projected to be annexed within the 10-year period.

Exhibit 4 Marana Land Use Assumptions

Development	Buildout Residential Units	Buildout Commercial Acres	Percent Growth (%)				Existing and 10 Year Growth				Current Streets Impact Fee Area
			Existing Residential	Existing Commercial	10 Year Residential	10 Year Commercial	Existing Residential Units	10 Year Residential Units	Existing Commercial Acres	10 Year Commercial Acres	
ANWAY FARMS	0	70	0	0	0	0	0	0	0	0	Northwest
AERIE APARTMENTS	579	0	48	0	52	0	278	301	0	0	South
BARRIOS DE MARANA	350	20	0	0	0	20	0	0	0	4	Northwest
CAMINO DE OESTE	144	0	0	0	100	0	0	144	0	0	South
CASA SEVILLA	48	0	100	0	0	0	48	0	0	0	Northeast
CASCADA	3,215	84	0	0	10	20	0	322	0	17	South
CASCADA NORTH	1,387	0	0	0	0	0	0	0	0	0	Northeast
CONTINENTAL RANCH	4,810	491	94	90	6	8	4,825	0	0	34	South
CORTARO CROSSING	0	17	0	0	0	75	0	0	0	13	South
CUSTOM HOMES	500	0	0	0	20	0	0	100	0	0	Northeast
CYPRESS GARDENS (ONG)	165	0	0	0	100	0	0	165	0	0	Northwest
LAZY K	180	0	0	0	100	0	0	180	0	0	South
DE ANZA	265	0	0	0	100	0	0	265	0	0	South
DOVE MOUNTAIN	9,159	395	44.5	45	15	6	4,076	1,374	182	20	Northeast
FIANCHETTO FARMS	114	0	10	0	90	0	11	103	0	0	Northwest
FOOTHILLS (Tapestry)	670	0	0	0	31	0	0	208	0	0	Northeast
FOREST CITY (Tangerine Crossing)	381	25	100	60	0	40	381	0	16	9	Northeast
GLADDEN FARMS	1,850	36	71.5	0	28.5	40	1,323	527	0	14	Northwest
GLADDEN FARMS II	2,111	142	0	0	10	0	0	211	0	0	Northwest
MARANA 59	58	0	45	0	55	0	26	32	0	0	South
HONEA HEIGHTS III	150	0	0	0	0	0	0	0	0	0	Northwest
INA/SILVERBELL	41	0	0	0	0	0	0	0	0	0	South
LINDA VISTA VILLAGE	693	26	0	0	45	50	0	312	0	5	South
MANDARINA	2,500	215	0	0	0	0	0	0	0	0	Northwest
MARANA GARDENS	44	0	0	0	0	0	0	0	0	0	Northwest
MARANA MAIN ST. (Monson)	0	28	0	10	0	50	0	0	3	14	Northwest
MARANA MERCANTILE	0	39	0	0	0	30	0	0	0	12	Northwest
MARANA TECHNOLOGY CAMPUS (Gratzer)	0	0	0	0	0	0	0	0	5	10	Northeast
MARANA TOWNE CENTER (ong)	1,840	259	0	0	0	0	0	0	0	0	Northwest
OASIS HILLS I &11	140	0	100	0	0	0	140	0	0	0	South
PAYSON FARMS	367	0	0	0	0	0	0	0	0	0	Northwest

Exhibit 4 (cont.) Marana Land Use Assumptions

Development	Buildout Residential Units	Buildout Commercial Acres	Percent Growth (%)				Existing and 10 Year Growth				Current Streets Impact Fee Area
			Existing Residential	Existing Commercial	10 Year Residential	10 Year Commercial	Existing Residential Units	10 Year Residential Units	Existing Commercial Acres	10 Year Commercial Acres	
PIMA FARMS	1,644	30	100	70	0	20	1,644	0	21	6	South
PIMA FARMS NORTH	295	25	100	25	0	30	295	0	6	8	South
PRESERVE AT TWIN PEAKS	195	0	0	0	100	0	0	195	0	0	Northeast
QUIKTRIP PLAZA @ Star Commerce	0	0	0	0	0	0	0	0	0	5	South
RANCHO MARANA (East)	507	78	0	0	0	0	0	0	0	0	Northwest
RANCHO MARANA (West) (Vanderbilt Farms)	2,300	124	14	0	17	0	322	391	0	0	Northwest
RANCHO MARANA TOWN CENTER	0	99	0	20	0	5	0	0	20	5	Northwest
RIVERSIDE @ SILVERBELL (SE corner INA/SB)	0	0	0	0	0	0	0	0	0	10	South
TANGERINE BUSINESS PARK (Pina)	0	45	0	0	0	40	0	0	0	18	Northeast
SAGUARO BLOOM (Formerly Saguaro Springs)	2,509	0	7	0	49	0	381	1,229	0	0	South
SAGUARO RANCH	240	10	4	20	2	0	10	5	2	0	Northeast
SAN LUCAS	784	24	97	0	3	0	760	24	0	0	Northwest
SANDERS GROVE	2,250	19	0	0	5	0	0	113	0	0	Northwest
SHOPS AT TANGERINE (WESTCOR)	0	281	0	0	0	0	0	0	0	0	Northwest
SILVERBELL GATEWAY (NE corner INA/SB)	0	0	0	0	0	0	0	0	0	6	South
SILVERBELL WEST	42	0	100	0	0	0	42	0	0	0	South
SKY RANCH	417	0	99	0	1	0	413	4	0	0	Northeast
MARANA SPECTRUM/CENTER	0	147	0	30	0	45	0	0	50	35	South
TANGERINE COMMERCE PARK (cottonwood)	0	112	0	0	0	40	0	0	0	45	Northwest
TANGERINE RIDGE	197	0	0	0	100	0	0	197	0	0	Northeast
TANGERINE THORNYDALE (Villagio, HSL)	100	7	0	10	0	40	0	0	1	3	Northeast
TORTOLITA RESERVES	79	0	100	0	0	0	79	0	0	0	Northeast
THE VILLAGES OF TORTOLITA	5,850	505	0	0	5	0	0	293	0	0	Northwest
TWIN PEAKS ESTATES	82	0	0	0	30	0	0	25	0	0	Northeast
TWIN PEAKS PLAZA (bowtie)	0	0	0	0	0	0	0	0	0	11	South
TWIN PEAKS VISTA	58	0	0	0	50	0	0	29	0	0	Northeast
TWIN PEAKS & LAMBERT	59	0	0	0	0	0	0	0	0	0	Northeast
TWIN PEAKS & OASIS	74	0	0	0	100	0	0	74	0	0	South
TORTOLITA VISTAS	155	0	45	0	55	0	70	85	0	0	Northeast
UPTOWN AT MARANA	930	121	0	0	0	5	0	0	0	6	Northwest
WHITNEY FARMS	12	0	0	0	100	0	0	12	0	0	Northwest
WILLOW RIDGE COMMERCIAL	0	7	0	0	0	50	0	0	0	4	South
WILLOW VISTA	69	0	20	0	80	0	14	55	0	0	South
AIRPORT	0	0	0	0	0	0	0	0	11	29	South
Total								**6,973**		**341**	
Average Growth per Year								**697**		**34**	

2027 Conditions – With Land Use Assumptions

The land use assumptions were provided to the PAG travel demand modeling staff. Psomas estimated 2017 and 2027 socioeconomic population and employment projections by TAZ and compared them with the PAGs socioeconomic parameters (population and employment). The project team met with PAG staff to discuss their findings, including suggested refinements of some of the TAZ boundaries, and to request a special model run for the project based on the Psomas projections.

We estimated 2027 socioeconomic conditions using data from PAG's 2022 model, and adding the projects in the Land Use Assumptions (if they were not already represented in the model). For residential developments, population was calculated assuming 2.5 persons per unit regardless of housing type. This assumption was applied based on the existing PAG model. For the Marana TAZs, there are 2.5 persons/residence, and for Pima County overall, the number is also 2.5 persons/residence.

The commercial development assumptions and employment estimates continue to be based on analysis conducted for the Marana Town Center study and information from the Fiscal Impact Analysis Model used by the South Florida Regional Planning Council.

Exhibit 5 Commercial Development Assumptions

	% Acres to include buildings	# sq ft per employee
Retail	20%	600
Office	20%	400
Industrial	20%	2,500

After the population and employment numbers were calculated for 2027 for each of the proposed projects in the Town of Marana, those values were assigned to the TAZ(s) in which the project is expected to be located. The population and employment numbers were then compared to the corresponding values provided in the PAG 2022 model. The higher of the two values for each affected TAZ was used for the 2027 model to ensure that all of the planned projects in the Town were accounted for in the 2027 model.

Several of TAZs in the Town of Marana do not have planned developments in the next 10 years. Therefore, in order to account for unexpected developments which may be built during that time, an annual growth rate was applied to the population and employment for each TAZ which does not have a planned development in the next 10 years. Based on projections developed by the Arizona Office of Economic Opportunity, the population of Pima County is expected to increase approximately 1.1% per year between now and 2027. Therefore, a 1.1% per year growth rate was applied to the TAZs in Marana which do not include any planned developments over the next 10 years. In addition, the same 1.1% per year growth rate was

applied to all TAZs fully outside the Town of Marana limits to provide 2027 estimates for the entire region.

A summary of the population and employment estimates for 2017 and 2027 conditions is provided in Exhibit 6 as are the increases in each. The population and employment numbers by TAZ and the TAZ/Service Areas map are provided in the appendix. It should be noted that the population and employment estimates in the appendix differ from Exhibit 6 because some areas located outside the Town are included in several of the TAZs. The estimated future population of 58,935 at 2027 is very similar to the Arizona State Demographers forecast of 61,228.

Exhibit 6 Socioeconomic Totals (2017 – 2027)

	2017		2027		Increase	
	Employees	**Population**	**Employees**	**Population**	**Employees**	**Population**
Northwest	1,932	7,512	3,053	11,862	1,121	4,350
Northeast	1,791	9,057	3,082	15,174	1,291	6,116
South	10,177	25,262	12,515	31,899	2,338	6,637
Townwide Totals	**13,900**	**41,831**	**18,650**	**58,935**	**4,750**	**17,103**

Note: Marana portion of multijurisdictional TAZs only.

APPENDIX

- **List of Preparers**
- **Map of TAZs**
- **Population and Employment by TAZ (2017 – 2027)**

List of Preparers

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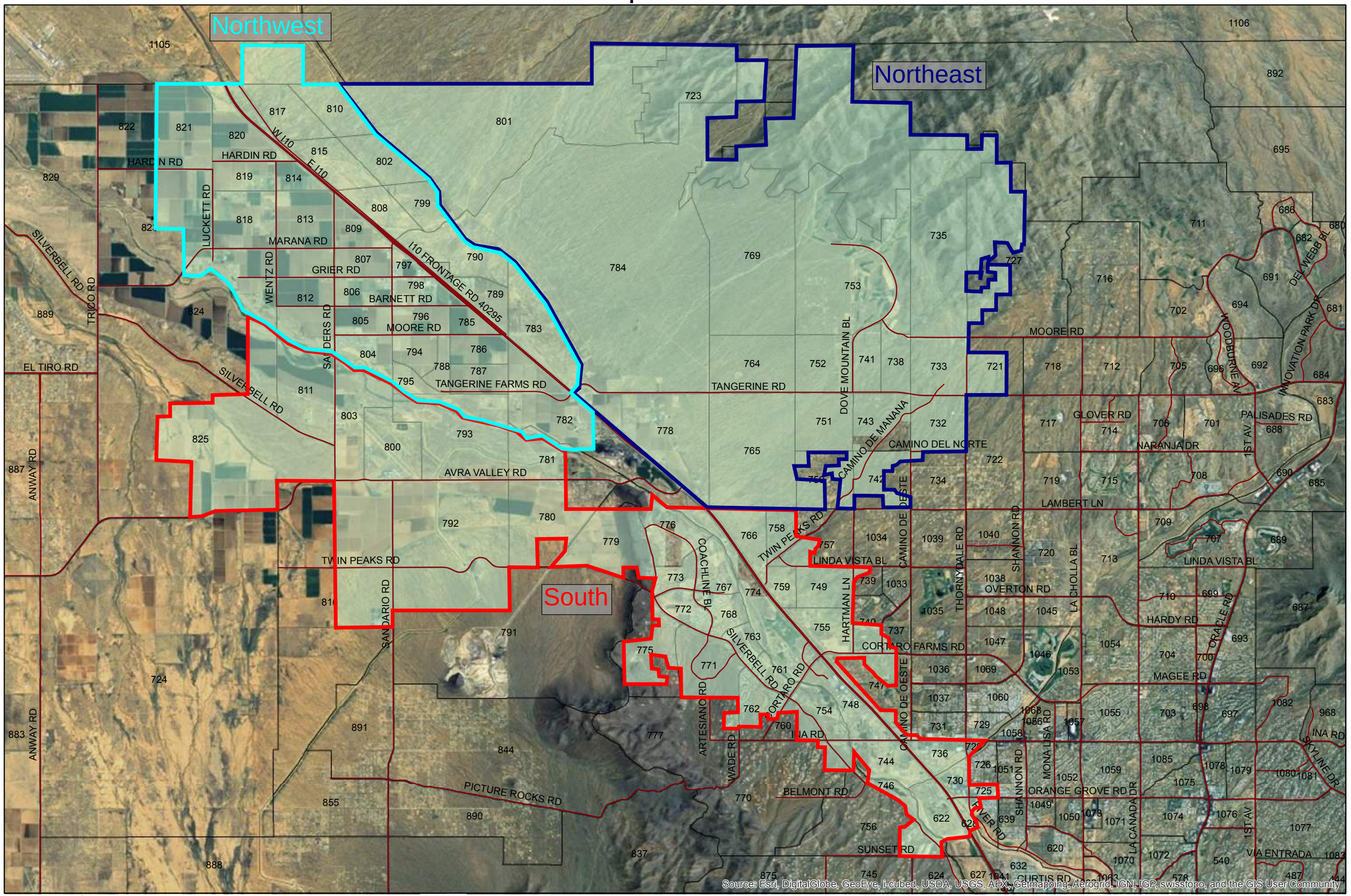
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Map of TAZs



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Population and Employment by TAZ

Northwest Benefit Area						
TAZ	2017		2027		Increase	
	Employees	Population	Employees	Population	Employees	Population
782	291	132	799	132	508	0
783	0	0	0	0	0	0
785	0	0	0	0	0	0
786	0	0	0	302	0	302
787	0	0	0	225	0	225
788	47	1,237	256	2,027	209	790
789	4	342	4	382	0	40
790	56	850	56	884	0	34
794	32	1,789	36	1,996	4	207
795	5	0	6	0	1	0
796	0	29	0	32	0	3
797	171	210	432	210	261	0
798	1,256	364	1,328	989	72	625
799	0	260	0	270	0	10
802	0	0	0	217	0	217
804	30	800	118	830	88	30
805	23	825	23	1,082	0	257
806	35	171	35	936	0	765
807	46	1	51	1	5	0
808	2	259	2	273	0	14
809	0	0	170	0	170	0
810	0	0	0	9	0	9
812	15	15	17	17	2	2
813	0	0	0	243	0	243
814	0	0	0	38	0	38
815	0	2	0	428	0	426
817	0	0	0	78	0	78
818	15	123	17	137	2	14
819	13	29	15	32	2	3
820	0	0	0	0	0	0
821	0	1	0	1	0	0
823	18	40	20	45	2	5
824	8	379	9	423	1	44
TOTALS	**2,067**	**7,858**	**3,393**	**12,242**	**1,326**	**4,384**

South Benefit Area						
TAZ	2017		2027		Increase	
	Employees	Population	Employees	Population	Employees	Population
622	160	1	178	1	18	0
628	544	989	607	1,103	63	114
725	364	970	406	1,082	42	112
728	417	0	465	0	48	0
729	437	1,264	488	1,410	51	146
730	1,043	2	1,164	2	121	0
731	739	1,737	824	1,938	85	201
736	1,565	452	1,565	812	0	360
737	120	1,918	134	2,140	14	222
739	39	1,798	44	2,006	5	208
740	108	1,630	108	2,118	0	488
744	334	0	421	0	87	0
746	0	40	0	45	0	5
747	259	1,734	332	1,872	73	138
748	2,864	2	2,864	82	0	80
749	17	1,206	249	2,058	232	852
754	85	0	95	0	10	0
755	79	884	158	884	79	0
756	39	1,006	44	1,122	5	116
757	2	326	2	511	0	185
758	7	170	87	457	80	287
759	105	3	117	3	12	0
760	100	1,056	112	1,178	12	122
761	356	1,435	543	1,435	187	0
762	30	944	33	1,053	3	109
763	17	1,289	26	1,289	9	0
766	0	0	89	202	89	202
767	20	1,548	31	1,548	11	0
768	133	1,956	203	1,956	70	0
770	28	812	31	906	3	94
771	452	4,179	504	4,662	52	483
772	235	1,953	520	1,953	285	0
773	16	1,255	24	1,255	8	0
774	772	682	861	761	89	79
775	56	1,222	56	1,672	0	450
776	12	1,211	13	1,351	1	140
777	27	191	30	213	3	22
779	6	478	267	3,552	261	3,074
780	22	355	25	396	3	41
781	54	0	60	0	6	0
791	55	87	61	97	6	10
792	5	0	6	0	1	0
793	10	0	59	0	49	0
800	64	0	358	0	294	0
803	10	2	88	2	78	0
811	122	498	136	556	14	58
816	218	411	243	459	25	48
825	15	56	17	62	2	6
TOTALS	**12,162**	**37,752**	**14,749**	**46,203**	**2,587**	**8,451**

Northeast Benefit Area						
TAZ	**2017**		**2027**		**Increase**	
	Employees	**Population**	**Employees**	**Population**	**Employees**	**Population**
721	248	741	248	751	0	10
723	0	0	0	0	0	0
727	24	337	24	363	0	26
732	25	659	25	659	0	0
733	21	117	23	131	2	14
734	12	308	13	344	1	36
735	6	183	6	957	0	774
738	10	1,160	11	1,294	1	134
741	167	1,052	186	1,174	19	122
742	31	155	31	217	0	62
743	13	216	809	738	796	522
750	9	296	84	1,274	75	978
751	0	0	0	1	0	1
752	193	985	215	1,099	22	114
753	798	3,524	1,129	7,356	331	3,832
764	0	0	0	0	0	0
765	0	0	0	0	0	0
769	167	402	186	448	19	46
778	112	98	344	98	232	0
784	151	17	168	19	17	2
801	0	0	0	0	0	0
TOTALS	**1,987**	**10,250**	**3,504**	**16,922**	**1,517**	**6,672**

TAZ Totals	**2017**		**2027**		**Increase**	
	Employees	**Population**	**Employees**	**Population**	**Employees**	**Population**
	16,216	55,860	21,647	75,366	5,431	19,506

Town Totals	**2017**		**2027**		**Increase**	
	Employees	**Population**	**Employees**	**Population**	**Employees**	**Population**
	13,900	41,831	18,650	58,935	4,750	17,103

Town of Marana, Arizona

MARANA AZ
CELEBRATING 40 YEARS

Impact Fee Study Update
Parks Infrastructure Improvement Plan

DRAFT

May 19, 2017

Prepared by

NORRIS DESIGN
Planning | Landscape Architecture | Project Promotion

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TABLE OF CONTENTS

INTRODUCTION 1

ELEMENTS OF THE IMPACT FEE STUDY UPDATE 1
Service Area 1
Parks and Recreation Facilities IIP 1

METHODOLOGY 2
The Town of Marana Service Area 3
Proportionate Share 3
Service Units as Equivalent Demand Units 3

NECESSARY PUBLIC SER VICES - EXISTING 5

NECESSARY PUBLIC SERVICES - NEW DEVELOPMENT 8

UPDATED PARKS IMPACT FEE PER SERVICE UNIT 9

PROJECTED SERVICE UNITS FOR NEW DEVELOPMENT 9

PROJECTED IMPACT FEE REVENUE, 2017 - 2027 10

LIST OF EXHIBITS

Exhibit 1: Parks and Recreation Facilities Service Area 4
Exhibit 2: Service Unit as Equivalent Demand Unit 5
Exhibit 3: Existing Park Inventory and Replacement Value 6
Exhibit 4: Existing Equivalent Demand Units 7
Exhibit 5: Existing Park Value by Equivalent Demand Unit 7
Exhibit 6: Parks Capital Improvement Plan 2017-2027 8
Exhibit 7: Updated Parks Impact Fee per EDU (Before Credits) 9
Exhibit 8: Park Service Units (2017 and 2027) 10
Exhibit 9: Potential Park Impact Fee Revenue, 2017-2027 (Before Credits) 10

APPENDIX

Appendix A: List of Preparers
Appendix B: Table of Paths and Trails Areas

Introduction

The Town of Marana is responsible for collecting development impact fees to supplement the cost of expanding parks and recreation facilities to meet increased demand associated with new development. The collection of impact fees is legislated by Arizona Revised Statute (ARS) §9-463.05. The calculation of impact fees for parks and recreation facilities and the expansion of parks and recreation infrastructure associated with growth are described in the Infrastructure Improvement Plan (IIP) for Parks and Recreation Facilities. The 2014 IIP for the Town's parks and recreation system is now being updated for 2017. In order to continue collecting impact fees, the Town has prepared an updated IIP for 2017 that includes fee schedules and a list of capital improvements that are projected to be constructed over the next ten years.

Arizona's statute that legislates impact fee assessment procedures and programs requires jurisdictions to develop an IIP that is based on land use assumptions that describe existing and new development. As defined in ARS §9-463.05(T)6:

> *" 'Infrastructure Improvements Plan' means a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee and otherwise complies with the requirements of this section, and may be the municipality's capital improvements plan."*

This Impact Fee Study Update is a report that identifies infrastructure needs for parks and recreation facilities, and the calculation of impact fees. The Town of Marana's Land Use Assumptions are the basis for projecting infrastructure expansion as a result of new development.

Elements of the Impact Fee Study Update

Service Area

Service areas are defined in ARS §9-463.05 (T)9:

> *"any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services of facility expansions and the development being served as prescribed in the infrastructure improvements plan."*

Parks and Recreation Facilities IIP

A.R.S. §9-463.05(7)G defines the facilities and assets that can be included in the Parks and Recreation IIP:

> *"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra*

facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."

The 2017 Parks and Recreation Facilities IIP identifies assets for community parks, regional parks, recreation facilities, and trails, as well as, the preparation of a future Parks and Recreation Facilities IIP and Parks and Recreation Master Plan Update.

The 2017 Marana Parks, Recreation, Trails and Open Space Master Plan Update guides the Town's efforts to continue to meet the community's need for quality parks and recreation facilities. It is a Master Plan Update that affirms the community's priorities for parks and recreation infrastructure and the level of service that's provided for residents. The Master Plan Update reflects the community's priorities for capital improvements that are included in the IIP.

Methodology

This Impact Fee Study Update employs an incremental expansion method that identifies the Town's existing level of service and projects the level of service assumptions over the next ten years as the community grows. The existing level of service for parks and recreation facilities is assigned a value based on the cost of replacement. The value of the parks and recreation system is adjusted to subtract outstanding debt on existing facilities, the balance collected, unspent impact fees, developer fee credits and the cost of the Impact Fee Study. The adjusted value of the existing parks and recreation facilities is then distributed across the existing level of community development to calculate a value of the existing parks system per dwelling. The adjusted value of the existing parks and recreation facilities relative to current development is then projected onto new development using estimates for future development found in the Town's land use assumptions. Using this methodology, the Town's existing level of parks and recreation service is maintained as the community grows and expansion of parks and recreation facilities necessary to meet the demand of growth has a supplemental funding source in development impact fees.

The advantages of using an incremental expansion method over other methods, e.g. a general standards-based or plan-based methods, include the following metrics.

- The fee is based on the existing level of service provided by the Town instead of a national standard that fails to account for jurisdictional variations.
- The incremental expansion method more accurately identifies the value of existing level of service compared to estimating a general cost per acre of developed parkland. Existing level of service is valued by assigning replacement costs to inventoried park assets.
- The incremental expansion method is flexible because the impact fee is based on existing level of service. Consequently, the Town may fine tune capital improvements identified in the IIP to meet changing community recreation needs. A standards-based approach based on the Parks Recreation Trails and Open Space Master Plan would require an update to the Master Plan and a re-calculation of the impact fees to meet changing community needs.

The Town of Marana Service Area

For this Impact Fee Study Update, there is one service area identified for the Town of Marana, as shown in Exhibit 1. The most densely developed areas of the Town are where existing parks and recreation facilities are located. These densely developed areas are adequately served by the parks and recreation facilities. It is in areas of new development that park and recreation facility expansion is needed to meet the demand of growth. Consequently, new facilities that expand the parks and recreation system will directly benefit residents in areas of new growth in keeping with the legislative requirements for collecting development impact fees. There is, however, a need for additional trails to serve the developed areas of Marana. Since the Town is committed to providing a uniform level of service across the entire city, a single service area will be used.

Proportionate Share

New residential development creates incremental demand for expanded parks and recreation facilities while demand created by non-residential development is relatively low. The proportionate share of the cost of parks and recreation service for non-residential development is low enough that it does not justify collecting development impact fees. Future impact fee studies shall reconsider the non-residential share of the cost of parks and recreation infrastructure as the character of development in the Town changes over time or as future research on the impact of non-residential development is developed.

Service Units as Equivalent Demand Units

ARS §9-463.05 requires that service units be defined in an impact fee study and used as the basis for impact fee collection. The 2017 Impact Fee Study uses an Equivalent Demand Unit (EDU) as the service unit for the park impact fee. To calculate an EDU, housing unit types are weighted in relation to single-family detached housing. The weight of each housing type reflects a park service multiplier derived from the average household size for each housing type based on United States Census Bureau statistics. The average household size for a single-family detached housing unit is 2.7 while the average household size of a multi-family/single-family attached housing unit is 1.8. The park service multiplier for a single-family detached residence is therefore 1.0 while the park service multiplier for a multi-family/single-family attached dwelling unit is 0.67. The sum of these weighted dwelling units by housing type results in total EDUs for the Town.

Unlike impact fee studies for parks improvements, impact fee studies for transportation infrastructure expansion often use land use categories that are identified through analysis of vehicle usage and trip data that is available locally and is part of published transportation planning literature. Because there is no data on visits to existing parks, the Impact Fee Study for Parks and Recreation Facilities makes use of the differentiation between single-family and multi-family residential units and their average household sizes to fine tune the definition of service units for parks impact fees.

Exhibit 1: Parks and Recreation Facilities Service Area

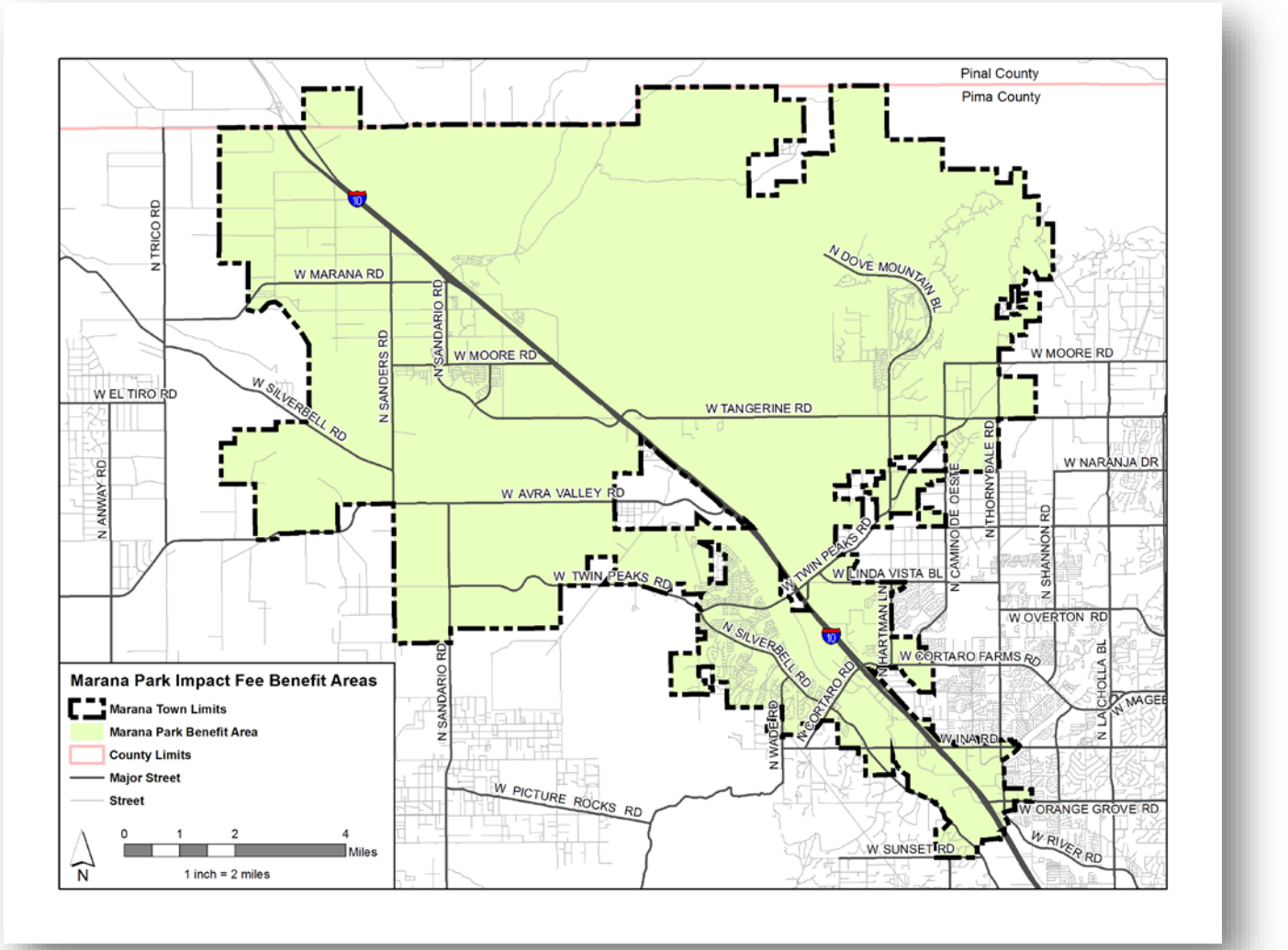


Exhibit 2: Service Unit as Equivalent Demand Unit

Housing Type	Average HH Size	EDU
Single Family Detached	2.7	1.00
Multi - Family/ Single Family Attached	1.8	0.67

Reference: US Census Bureau

Necessary Public Services - Existing

As required in ARS §9-463.05(E)1 a "necessary public service" must meet the following criteria:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

In addition, ARS §9-463.05(E)2 requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

In response to the required analysis of existing, necessary public park services, an inventory of parks and recreation assets throughout the Town of Marana has been compiled (Exhibit 3). The inventory is based on data provided by the Town of Marana and lists existing park amenities by facility with an identified replacement cost. The inventory excludes park acreage beyond the 30-acre limit referenced in ARS §9-463.05(T)7(G). Replacement costs are based on current construction costs in the parks and recreation industry. Trail mileage and associated acreage are listed in Appendix B.

The existing level of service provided by the Town's current parks and recreation facilities is quantified by distributing the value of the existing parks and recreation facilities over the total number of existing EDUs in the Town. Exhibit 3 describes the total value of existing parks and recreation infrastructure. The existing number of EDUs is described in Exhibit 4. The existing level of service provided by the Town of Marana's park infrastructure is quantified by dividing the total value of the existing infrastructure (Exhibit 3) by the existing number of EDUs (Exhibit 4).

Exhibit 3: Existing Park Inventory and Replacement Value

Asset	Continental Ranch Community Park	Continental Reserve Neighborhood Park	Crossroads at Silverbell District Park	El Rio Neighborhood Park	Gladden Farms Community Park	Honea Heights Parks	Ora Mae Harn District Park	San Lucas Community Park	Tangerine Sky Community Park	Wade McLean Neighborhood Park	Coachline/De Anza Trailhead	Wild Burro Trailhead	Sanders Road Trailhead	White Avenue Trailhead	TOTAL Facility Units*	Replacement Value/Unit**	Total Replacement Value
Total Acres	12.0	9.2	49.9	1.3	12.5	0.8	33.0	13.5	18.0	4.9	0.8	2.0	0.8	1.0	159.57	$ 30,000	$ -
Eligible Acres	12.0	9.2	30.0	1.3	12.5	0.8	30.0	13.5	18.0	4.9	0.8	2.0	0.8	1.0	136.72	$ 30,000	$ 4,101,600
Community Center (s.f.)							8300								8300.00		$ -
Eligible Community Center (s.f.)							*3000*								3000.00	$ 350	$ 1,050,000
Restroom	1	1	3		1		3	1	1	1		1			13.00	$ 140,000	$ 1,820,000
Concession	1	1	1				1			1					5.00	$ 200,000	$ 1,000,000
Play Area (Shaded)	2	2	2	1		1	2		1						11.00	$ 165,000	$ 1,815,000
Basketball	2	1	2	0.5		1	1	1	1						9.50	$ 50,000	$ 475,000
Tennis	2	1	1				2								6.00	$ 50,000	$ 300,000
Sand Volleyball			2					1							3.00	$ 13,000	$ 39,000
Swimming Pool							1								1.00	$ 4,000,000	$ 4,000,000
Small Ramada 10'x10'	4			1		1	6	2	4	1	1	1	1	1	23.00	$ 12,000	$ 276,000
Large Ramada 30'x30'		1	5		1		1		2						10.00	$ 70,000	$ 700,000
Group Ramada 30'x60'			1				1		1						3.00	$ 110,000	$ 330,000
Skate Park	1														1.00	$ 1,000,000	$ 1,000,000
Off-Leash Dog Park			1				1	1	1						4.00	$ 200,000	$ 800,000
Horseshoe Pit	2		2				1								5.00	$ 2,500	$ 12,500
Youth Ball Field (Lighted)			2				4								6.00	$ 180,000	$ 1,080,000
Youth Ball Field (No Lights)	4	2			2			2		1					11.00	$ 85,000	$ 935,000
Adult Ballfield (Lighted)			1				1								2.00	$ 280,000	$ 560,000
Multi-Use	2	1		1	1	1		10	1						17.00	$ 36,000	$ 612,000
Soccer (No Lights)										1					1.00	$ 46,000	$ 46,000
Soccer (Lighted)			2					1							3.00	$ 240,000	$ 720,000
Parking Spaces	108	52	323	9	62	9	196	50	61		58	79	8	10	1025.00	$ 2,000	$ 2,050,000
Maintenance Building			1						1						2.00	$ 400,000	$ 800,000
Storage Building	1	1													2.00	$ 150,000	$ 300,000
Drinking Fountains	7	4	8	1	3	3	8	3	1	1				1	40.00	$ 3,000	$ 120,000
Benches	10	6	7	1	6	7	22	12	8	4		1		2	86.00	$ 625	$ 53,750
Bleachers	8	2	6		2		5			2					25.00	$ 2,500	$ 62,500
Trash Receptacles	14	8	43	3	8	4	52	10	10	2				1	160.00	$ 250	$ 40,000
Picnic Tables	8	10	32	1	14	2	39	6	13	1				2	128.00	$ 1,200	$ 153,600
Bike Racks	1	1	1	1	3	1	1	1	1						11.00	$ 700	$ 7,700
Barbeque Grills	2	4	8		3	1	9	5	6					1	39.00	$ 500	$ 19,500
Exercise Stations							10	6							16.00	$ 1,200	$ 19,200
Signage															136.72	$ 2,616	$ 357,660
Fencing															136.72	$ 6,265	$ 856,551
Lighting															136.72	$ 11,765	$ 1,608,487
Landscape															136.72	$ 19,445	$ 2,658,520
Irrigation															136.72	$ 5,325	$ 728,034
Park Hardscape															136.72	$ 18,817	$ 2,572,660
Paths (Miles)															7.28	$ 120,000	$ 873,600
Trails (Miles)															37.4	$ 80,000	$ 2,992,000
Electrical Service	1	1	1	1	1		1	1	1	1					9.00	$ 40,000	$ 360,000
TOTAL																	$ 38,305,862

* Source: Asset Inventory Town of Marana

**Source: Replacement values from construction cost estimates within the last year; Marana Parks and Recreation Staff, and consultant recommendations.

Exhibit 4: Existing Equivalent Demand Units

Housing Type	2017 Dwelling Units	Park Service Unit Multiplier	2017 Service Units (EDUs)
Single Family Detached	13,134	1.00	13,134
Multi - Family/ Single Family Attached	1,714	0.67	1,148
TOTAL 2017			14,282

Based on statute, the value of the existing parks and recreation level of service must be increased by the total impact fees collected to date and decreased by 1) outstanding credits given to developers and 2) park-related debt. Credits to developers are generated when developers contribute to the expansion of the parks and recreation infrastructure by building a park in-lieu of paying development impact fees. This calculation of the adjusted value of the existing parks and recreation infrastructure is found in Exhibit 5.

The adjusted value of the existing parks and recreation infrastructure is then distributed among existing EDUs to identify a per EDU value of the existing park and recreation infrastructure. The calculation of the value of the existing parks and recreation infrastructure per EDU is shown in Exhibit 5. This per service unit value represents the standard level of service that must be maintained as the Town grows.

Exhibit 5: Existing Park Value by Equivalent Demand Unit

	Credits	Offsets	Total
Total Replacement Value	$38,305,862		
Impact Fee Account Balance	$4,033,000		
Outstanding Impact Fee Credits		$0	
Outstanding Park Debt		$0	
	$42,338,862	$0	
Adjusted Existing Park Value			$42,338,862
÷ Existing EDU			14,282
Net Value Per EDU			$2,964

Necessary Public Services - New Development

ARS §9-463.05(E)3 requires:

> *"A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

In response to the statutory mandate for a description of parks and recreation facility expansion projects required to meet the demand of new growth, the Town of Marana has developed the Ten-Year Capital Improvement Plan in Exhibit 6. Impact fees that are collected between 2013 and 2023 will be directed to the capital improvements identified in Exhibit 6 with the understanding that A.R.S. §9-463.05 allows that *"…a municipality may amend an infrastructure improvements plan adopted pursuant to this section without a public hearing if the amendment addresses only elements of necessary public services in the existing infrastructure improvements plan and the changes to the plan will not, individually or cumulatively with other amendments adopted pursuant to this subsection, increase the level of service in the service area or cause a development fee increase…".*

Exhibit 6: Parks Capital Improvement Plan 2017-2027

PROJECT	FY 2018-20	FY 2021-28	10-Year Total
North Marana Sports Fields	$350,000	$3,000,000	$3,350,000
Saguaro Bloom Community Park		$3,377,800	$3,377,800
Tangerine Sky Community Park Hard Structures	$500,000		$500,000
NE District Park Land Acquisition		$1,500,000	$1,500,000
CAP Canal Trail Improvements	$100,000		$100,000
Santa Cruz SUP Avra Valley Rd. - N. Marana		$1,500,000	$1,500,000
Tortolita Trail Extension		$450,000	$450,000
Ora Mae Harn Park Improvements	$250,000	$2,200,000	$2,450,000
Heritage River Park Improvements		$1,000,000	$1,000,000
Tangerine Rd. Corridor Path		$900,000	$900,000
Santa Cruz Shared Use Path, Phase III	$1,000,000		$1,000,000
Adult Softball Field Ora Mae Harn Park	$360,000		$360,000
Impact Fee Study		$65,000	$65,000
Parks, Recreation, Trails & Open Space Master Plan	$350,000		$350,000
Total			$16,902,800

Updated Parks Impact Fee per Service Unit

ARS §9-463.05(E)3 requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial."*

Exhibit 7 meets the statutory mandate described above. The updated park impact fee is a projection of existing level of service to new development. Exhibit 7 converts the net value per EDU to cost per housing unit by multiplying it by the Park Service Unit Multiplier. The updated impact fee derived in Exhibit 7 does not reflect any credits or allowable deductions.

Exhibit 7: Updated Parks Impact Fee per Equivalent Demand Unit (Before Credits)

		Single Family	Multi-Family
Net Value Per EDU	$2,964		
Park Service Unit Multiplier		1.00	0.67
Updated Impact Fee		$2,964	$1,986
Current Fee		$2,986	$2,001
Percent Change		-0.7%	-0.7%

Projected Service Units for New Development

ARS §9-463.05(E)3 requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

The Town of Marana has developed Land Use Assumptions that estimate the number of new dwelling units expected over the next ten years. Exhibit 8 presents the existing and future dwelling units in the 10-year window based on the Town's Land Use Assumptions. The final result is the number of new EDUs expected over the next ten years.

Exhibit 8: Park Equivalent Demand Units (2017 - 2027)

Housing Type	2017 Dwelling Units	Park Service Unit Multiplier	2017 Service Units (EDUs)
Single Family Detached	13,134	1.00	13,134
Multi - Family / Single Family Attached	1,714	0.67	1,148
TOTAL EDUs 2017			14,282
Housing Type	2027 Dwelling Units	Park Service Unit Multiplier	2027 Service Units (EDUs)
Single Family Detached	19,806	1.00	19,806
Multi - Family / Single Family Attached	2,015	0.67	1,350
TOTAL EDUs 2027			21,156
New EDUs 2017-2027			6,874

Projected Impact Fee Revenue, 2017 - 2027

ARS §9-463.05(E)3 requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Exhibit 9 calculates the total expected revenue from impact fees collected between 2017 and 2027 based on the estimated number of new EDUs (Exhibit 8) and updated impact fee. The total projected revenue does not include development credits.

Exhibit 9: Potential Park Impact Fee Revenue, 2017-2027 (Before Credits)

Service Area	New EDUs	Impact Fee / EDU (Before Credits)	Projected Revenue 2017-2027 (Before Credits)	Planned Costs
Town-wide	6,874	$2,964	$20,376,391	$16,902,800

APPENDIX A
List of Preparers

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APPENDIX B
Table of Paths and Trails Area

	Surface	Miles	Width	Acres
Santa Cruz Linear Park S				
El Rio to Ina	Paved	2.4	20	13.09
Santa Cruz Linear Park N				
Pines GC to Tiffany Loop	Paved	2.2	20	5.33
Santa Cruz Linear Park NW				
El Rio Neighborhood Park to Avra Valley Rd.	Paved	1.48	20	3.59
San Lucas				
Cochie Canyon Drive SUP	Paved	1	20	2.42
Riparian Park	Paved	0.2	20	0.48
Total		7.28		24.91
Wild Burro Loop	Dirt	1.7	20	4.12
Lower Javelina	Dirt	1.7	20	4.12
Upper Javelina	Dirt	2.8	20	6.79
Alamo Springs	Dirt	4.1	20	9.94
Alamo Springs Spur	Dirt	1.3	20	3.15
Wild Mustang	Dirt	3.8	20	9.21
Wild Burro	Dirt	6.5	20	15.76
Cochie Springs Trail	Dirt	3.6	20	8.73
Ridgeline Trail	Dirt	3.1	20	7.52
Tortolita Preserve Loop	Dirt	8.8	20	21.33
Total		37.4		90.67

DRAFT
2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN
Town of Marana

Prepared for:

MARANA AZ
WATER

Town of Marana Water Department
5100 West Ina Road
Marana, Arizona 85743

Project Number: 527.101

June 2017



Expires 3/31/2018

WestLand Resources

WestLand Resources, Inc. • 4001 E. Paradise Falls Drive • Tucson, Arizona 85712 • 520•206•9585

TABLE OF CONTENTS

1. INTRODUCTION 1
2. BENEFIT AREAS 1
3. LEVEL OF SERVICE 1
   3.1. Level of Service for Existing Customers 2
   3.2. Level of Service for Future Customers 3
4. 10-YEAR LAND USE ASSUMPTIONS 4
5. EXISTING CAPACITY REQUIREMENTS 6
   5.1. Existing Demands 7
   5.2. Existing Storage Capacity 8
   5.3. Existing Well Capacity 9
   5.4. Existing Booster Capacity 10
6. PROJECTED CAPACITY REQUIREMENTS AND UTILIZATION OF EXISTING FACILITIES 10
   6.1. Projected 10-year EDUs 11
   6.2. Projected Demands 11
   6.3. Projected Storage Capacity 12
   6.4. Projected Well Capacity 13
   6.5. Projected Booster Capacity 14
   6.6. Other Distribution System Deficiencies 15
   6.7. Additional Renewable Resource Acquisitions 15
   6.8. Summary of Projected Capacity Deficiencies 16
7. CAPITAL INFRASTRUCTURE IMPROVEMENTS 16
   7.1. San Lucas Interconnect 17
   7.2. W+ to X Zone 3,000-gpm Booster Station 17
   7.3. Marana Park 650-gpm Well 17
   7.4. Marana Park 750,000-gallon Reservoir 17
   7.5. Sanders Road 24-inch Pipeline 17
   7.6. Twin Peaks/Continental Reserve Interconnect 18
   7.7. Picture Rocks Interconnect 18
8. COST OF CAPITAL IMPROVEMENTS and Water Resource ACquisitions 18
   8.1. Infrastructure 18
      8.1.1. Planning 18
      8.1.2. Reimbursements 18
      8.1.3. Infrastructure 19
      8.1.4. Summary of Costs Related to Infrastructure Improvements 20
   8.2. Renewable Water Resource Acquisitions 20
   8.3. Section 23 Fees 24
9. REFERENCES 24

TABLES

Table 1. Fire flow requirements for existing customers....3
Table 2. Anticipated fire flow requirements for future customers....4
Table 3. Projected growth in Equivalent Dwelling Units by development area....5
Table 4. 10-year projected growth by benefit area....6
Table 5. Projected annual growth for each benefit area....6
Table 6. Existing Equivalent Dwelling Units....7
Table 7. Existing demands....8
Table 8. Existing storage capacity....9
Table 9. Existing well capacity....9
Table 10. Existing booster capacity....10
Table 11. Projected Equivalent Dwelling Units....11
Table 12. Projected demands.....11
Table 13. Projected storage capacity....12
Table 14. Projected well capacity....13
Table 15. Projected Booster Capacity.....14
Table 16. Projected additional renewable resources required for 2027....16
Table 17. Summary of projected capacity deficiencies by service area.....16
Table 18. Proposed capital facilities....17
Table 19. Annual reimbursement for Twin Peaks....19
Table 20. North Marana Benefit Area capital improvement costs....19
Table 21. Twin Peaks Benefit Area capital improvement costs....20
Table 22. Summary of infrastructure improvement costs by benefit area....20
Table 23. Renewable resource requirements and sources for impact fee period....21
Table 24. Debt service for acquisition of the Marana WRF....22
Table 25. Debt service for Marana WRF 1.5 mgd upgrade.....22
Table 26. Debt service for construction of recharge basins....23
Table 27. Summary of costs associated with water rights acquisitions....23
Table 28. Additional Section 23 fees by year....24

FIGURES

(follow text)

Figure 1. Marana Water Service Area
Figure 2. Water Service Areas and Pressure Zones
Figure 3. Water Benefit Areas
Figure 4. Development Areas
Figure 5. Existing Infrastructure
Figure 6. Capital Improvements

APPENDICES

Appendix A. Opinions of Probable Construction Cost and Site Plans
Appendix B. Marana and Oro Valley Service Overlap Area

1. INTRODUCTION

The Town of Marana (Town) through Marana Water serves water to the area shown in blue in **Figure 1**. In addition, the Town provides renewable water resources to reconcile water use in several areas served by Tucson Water through an Intergovernmental Agreement (IGA) (**Figure 1**).

Currently, Marana Water relies on groundwater (most of it derived from renewable resources) for its potable water supply. Marana Water is seeking additional renewable sources of supply such as Central Arizona Project (CAP) water and recharged effluent to ensure an assured and adequate water supply set forth by the Arizona Department of Water Resources (ADWR).

The water system is categorized into seven independent water service areas as shown in **Figure 2**. Each service area is further defined by water pressure zones (**Figure 2**) so that all customers receive water at a reasonable pressure (between approximately 40 and 85 pounds per square inch [psi]).

The purpose of the infrastructure improvement plan is to determine the capital improvements and renewable water resource acquisitions required to meet the demands associated with the next 10 years of growth, and to estimate the costs of those improvements and acquisitions.

2. BENEFIT AREAS

Benefit Areas are areas that derive benefit from unused existing capacity or proposed capacity improvements to the water system including water rights acquisition. Seven benefit areas are used in this IIP (**Figure 3**). Five of the seven benefit areas are the same as the service areas, the Twin Peaks Benefit Area is the combination of the Twin Peaks Service Area and the Picture Rocks Service Area, and the IGA Benefit Area is the combination of all of the areas that are served by Tucson Water through an IGA between Marana and Tucson Water.

As part of the infrastructure proposed in this IIP, the Twin Peaks Service Area and the Picture Rocks Service Area will be connected. Connecting the two service areas will benefit growth in both systems by alleviating storage deficiencies in the Picture Rocks Service Area, and alleviating fire flow deficiencies in the Twin Peaks Service Area distribution system.

Some improvements will benefit multiple areas. For example, the acquisition of renewable water resources benefits development in all seven benefit areas.

3. LEVEL OF SERVICE

This section describes the level of service of the water supply, storage, and distribution system for each of the benefit areas, and for existing and future customers.

3.1. LEVEL OF SERVICE FOR EXISTING CUSTOMERS

The level of service for existing customers is generally

- Storage Capacity > 1.5 times the average day demand (ADD) plus fire flow storage requirement, where the fire flow storage requirement is equal to the fire flow rate requirement times the fire flow duration requirement. For example, if the fire flow rate requirement is 1,000 gpm and the fire flow duration requirement is 2 hours (120 minutes), then the fire flow storage requirement is 1,000 gpm times 120 minutes, or 120,000 gallons.
- Well Capacity > peak day demand (PDD) with the largest well out of service, unless otherwise noted for specific zones. PDD = 2 times ADD.
  - The Picture Rocks Service Area is interconnected with the Tucson Water delivery system; however, the receipt of water from Tucson Water may be limited based on Tucson Water operating constraints and water quality. Since this interconnection can be used if a well is out of service, the well requirement for the Picture Rocks Service Area is that the total well capacity must be greater than PDD.
  - The Twin Peaks Service Area is interconnected with the Oro Valley Water Utility, and since this interconnection can be used if a well is out of service, the well requirement for the Twin Peaks Service Area is that the total well capacity must be greater than PDD.
  - The well capacity requirement for the Palo Verde and Falstaff Service Areas, and the North Marana Y1 Zone is that the well capacity be greater than PDD; there is no requirement for redundant well capacity at this time.
- Booster Capacity
  - For a pressure zone or zones without gravity storage, the booster requirement is the greater of (PDD + the fire flow rate requirement) or peak hour demand (PHD), where PHD = 3.5 times ADD if ADD <= 1,000 gpm, and 3.0 times ADD if ADD > 1,000 gpm.
  - For pressure zones with gravity storage sufficient to meet the greater of PDD + fire flow or PHD, the booster capacity requirement is PDD. Under existing conditions, only the Twin Peaks Y1 and Z1 pressure zones have sufficient gravity capacity to supply PDD + fire flow.
- Distribution System Capacity
  - During normal flow conditions, customers should receive water at between approximately 40 psi and 85 psi pressure.
  - The potable water distribution system must be capable of providing peak flow throughout the system while maintaining a minimum of 20 pounds per square inch (psi) pressure throughout the system. Peak flow is the greater of PHD or PDD plus fire flow. If PDD

plus fire flow is used, the system is modeled assuming an appropriate fire flow at all points in the system.

The fire flow rate and duration requirements are set by the fire marshal and based on the International Fire Code (IFC) for each new development. The fire flow for a specific pressure zone is equal to the greatest individual fire flow/duration requirement within the pressure zone. If multiple pressure zones share a resource, such as storage, then the fire flow requirement is based on the largest fire flow/duration requirement within the connected pressure zones. **Table 1** shows the fire flow requirements for specific zones for the existing water system.

Table 1. Fire flow requirements for existing customers

Water System	Water Pressure Zone	Fire Flow (gpm)	Fire Flow Duration (hours)
North Marana	W+	2,500	2
	X1a	1,000	2
Picture Rocks	CR	2,875	3
	PR	700	2
	Y3	2,500	2
Twin Peaks	Y1	1,500	2
	Z1	1,000	2
Airline/Lambert	X1b	2,000	2
Palo Verde	X1c	0	0
Airport	X1c	2,750	2
Falstaff	X1d	0	0

3.2. Level of Service for Future Customers

The level of service in terms of water system engineering design criteria will be the same as stated above for all service areas. The Town will not address the lack of redundant well capacity or change the level of service for the Falstaff and Palo Verde Service Areas, and there is no growth projected for these areas. At this time there is no redundant well requirement for the North Marana Y1 Zone.

Fire flow rate and duration requirements for new development are set by the fire marshal and based on the IFC. The requirement is a function of building size, construction type, and whether or not the structure(s) will have interior sprinkler systems. It is anticipated that some new developments will have higher fire flow/duration requirements than the existing requirements. These increased fire flow rates and durations will result in increased requirements for storage and booster capacity. **Table 2** shows the anticipated fire flow/duration requirements based on the projections of growth and type of growth.

Table 2. Anticipated fire flow requirements for future customers

Water System	Water Pressure Zone	Fire Flow (gpm)	Fire Flow Duration (hours)
North Marana	W+	2,500	2
	X1a	1,000	2
	X1d	2,500	2
	Y1	1,750	2
Picture Rocks	CR	2,875	3
	PR	700	2
	Y3	2,500	2
Twin Peaks	A+	1,500	2
	A	1,500	2
	Y1	4,000	4
	Z1	1,500	2
Airline/Lambert	X1b	2,000	2
Palo Verde	X1c	0	0
Airport	X1c	2,750	2
Falstaff	X1d	0	0

4. 10-YEAR LAND USE ASSUMPTIONS

The Town provided land use assumptions for the 10-year study period (Schladweiler 2017). The 10-year study period runs from 2018 to 2027. **Table 3** shows each development area, the number of dwelling units projected over the next 10 years, the area of commercial development over the next ten years, and the number of Equivalent Dwelling Units (EDUs) projected for the next ten years, where one EDU represents the demand resulting from one residential dwelling unit or one-quarter acre of commercial[1] area. **Figure 4** shows the location of each development area described in **Table 3**. The last column of **Table 3** shows the benefit area associated with each growth area.

[1] In this IIP, "commercial" represents any non-residential demand, such as retail, offices, industrial, government, or schools.

Table 3. Projected growth in Equivalent Dwelling Units by development area

Development Area	Dwelling Units	Commercial Acres	EDUs	Benefit Area
Airport	0	29	116	Airport
Barrios de Marana	0	4	16	North Marana
Camino de Oeste	144	0	144	Twin Peaks
Cascada	322	17	390	Twin Peaks
Continental Ranch	0	10	40	Twin Peaks
Cortaro Crossing	0	13	52	Twin Peaks
Cypress Gardens	165	0	165	North Marana
De Anza	265	0	265	Twin Peaks
Fianchetto Farms	103	0	103	North Marana
Gladden Farms	527	14	583	North Marana
Gladden Farms II	211	0	211	North Marana
Hartman 59	32	0	32	Twin Peaks
Lazy K	180	0	180	Twin Peaks
Linda Vista Village	312	5	332	Twin Peaks
Marana Main St.	0	14	56	North Marana
Marana Mercantile	0	12	48	North Marana
Marana Spectrum	0	35	140	Twin Peaks
Marana Technology Center	0	10	40	North Marana
Pima Farms	0	6	24	Twin Peaks
Pima Farms North	0	8	32	Twin Peaks
Preserves at Twin Peaks	195	0	195	Twin Peaks
Rancho Marana Town Center	0	5	20	North Marana
Saguaro Bloom	1,229	0	1,229	Saguaro Bloom
San Lucas	24	0	24	North Marana
Sanders Grove	113	0	113	North Marana
Tangerine Business Park	0	18	72	North Marana Y-zone
Tangerine Commerce Park	0	45	180	North Marana
Tangerine Ridge	197	0	197	IGA/WA
Tortolita Vista	85	0	85	IGA/WA
Twin Peaks & Oasis	74	0	74	Twin Peaks
Twin Peaks Estates	25	0	25	Twin Peaks
Twin Peaks Plaza	0	11	44	Twin Peaks
Twin Peaks Vista	29	0	29	Twin Peaks
Uptown at Marana	0	6	24	North Marana
Vanderbilt Farms	391	0	391	North Marana
The Villages of Tortolita	293	0	293	North Marana
Whitney Farms	12	0	12	North Marana
Willow Ridge Commercial	0	4	16	Twin Peaks
Willow Vista	55	0	55	Twin Peaks
Total	**4,983**	**266**	**6,047**	

Table 4 shows the 10-year projected growth in EDUs for each of the benefit areas.

Table 4. 10-year projected growth by benefit area

Benefit Area	Projected 10-year Growth (EDU)
Airport	116
Twin Peaks	2,069
IGA	282
North Marana	2,351
Saguaro Bloom	1,229
Total	**6,047**

Table 5 shows the projected annual growth in EDUs for each benefit area. The annual growth is based on the number of existing EDUs and 5- and 10-year projected EDUs provided by the Town (Schladweiler 2017). The growth rate for intermediate years was estimated using a quadratic curve through the existing EDUs and the 5- and 10-year projected EDUs.

Table 5. Projected annual growth for each benefit area

Year	Airport	Twin Peaks	North Marana	Saguaro Bloom	IGA	Total
2018	5	140	151	118	56	470
2019	7	155	169	119	49	499
2020	8	170	188	120	43	529
2021	9	185	207	121	37	559
2022	11	200	226	122	31	590
2023	12	214	244	123	25	618
2024	14	229	263	124	19	649
2025	15	244	282	125	13	679
2026	17	259	301	126	7	710
2027	18	273	320	131	2	744

5. EXISTING CAPACITY REQUIREMENTS

In this section, the storage, well, and booster capacities are compared to existing demands. The existing water infrastructure is shown in **Figure 5**.

The following assumptions are used to calculate the flows generated from each EDU.

- Each EDU represents 2.7 persons per dwelling unit (ppdu) of equivalent population.
- The average demand per person or equivalent person is 100 gallons per capita per day (gpcd).
- The average day demand (ADD) per EDU is 2.7 ppdu times 100 gpcd or 270 gpd/EDU.
- The peak day demand (PDD) is 2 times ADD or 540 gpd/EDU.

- The peak hour demand is 3.5 times ADD or 945 gpd/EDU if ADD is <= 1,000 gpd, and 3.0 times ADD or 810 gpd/EDU if ADD > 1,000 gpd. For some areas, the PHD is based on an instantaneous demand requirement for the pressure zone.

Unless otherwise noted, the system requirements are

- Storage capacity > 1.5*ADD + Fire Flow Storage.
- Well capacity > PDD with the largest well out of service or PDD if interconnected with another water system.
- Booster capacity (without gravity storage) greater of PDD + Fire Flow or PHD. Booster capacity (with gravity storage) is equal to PDD.
- During normal flow conditions, customers should receive water at between approximately 40 psi and 85 psi pressure.
- The distribution system must be capable of providing peak flow while maintaining 20 psi throughout the system.

Table 6 shows the existing EDUs in each water Service Area and pressure zone.

Table 6. Existing Equivalent Dwelling Units

Service Area	Zone	Existing EDUs
North Marana	W+	3,687
	X1a	195
Picture Rocks	CR	2,043
	PR	233
	Y3	110
Twin Peaks	Y1	840
	Z1	595
Airline/Lambert	X1b	381
Palo Verde	X1c	60
Airport	X1c	44
Falstaff	X1d	1
	Total	**8,189**

5.1. EXISTING DEMANDS

Based on historical flow data, the average demand for the Marana water system is approximately 270 gpd per EDU. **Table 7** shows the existing ADD, PDD, and PHD for the system broken down by service area and pressure zone.

Table 7. Existing demands

Service Area	Zone	Average Day Demand (gpd)	Peak Day Demand (gpm)	Peak Hour Demand (gpm)
North Marana	W+	995,490	1,383	2,420
	X1a	52,650	73	128
Picture Rocks	CR	551,610	766	1,341
	PR	62,910	87	153
	Y3	29,700	41	173[1]
Twin Peaks	Y1	226,800	315	551
	Z1	160,650	223	390
Airline/Lambert	X1b	102,870	143	250
Palo Verde	X1c	16,200	23	145[1]
Airport	X1c	11,880	17	127[1]
Falstaff	X1d	270	<1	20[1]

[1] PHD based on maximum instantaneous demand.

5.2. EXISTING STORAGE CAPACITY

The required minimum storage reservoir requirement is equal to 1.5 times ADD plus the fire flow/duration requirement. The fire flow requirement is equal to flowrate times duration which results in a volume of water. For example, 1,000 gpm for 2 hours (120 minutes) is 120,000 gallons. The Palo Verde Service Area and the Falstaff Service Area do not have a fire flow requirement.

If storage is shared by two or more zones, the highest fire flow requirement of the zones is used to calculate the storage requirement.

Table 8 shows the fire flow requirement (flow and duration), the current storage reservoir requirement, the existing reservoir capacity, and the amount of excess capacity for each pressure zone. Excess storage in a red font and parenthesis indicate a negative value, which means a deficiency in storage.

Table 8. Existing storage capacity

Service Area	Zone	Fire Flow (gpm)	Fire Flow Duration (hours)	Required Storage (gallons)	Existing Storage (gallons)	Excess Storage (gallons)
North Marana	W+	2,500	2	1,872,210	2,075,000	202,790
	X1a	1,000	2			
	Y1	1,750	2	0[1]	500,000	500,000
Picture Rocks	CR	2,875	3	1,439,280	1,250,000	(189,280)
	PR	700	2			
	Y3	2,500	2	344,550	1,000,000	655,450
Twin Peaks	Y1	1,500	2	761,175	2,285,000	1,523,825
	Z1	1,000	2			
Airline/Lambert	X1b	2,000	2	394,305	1,940,000	1,545,695
Palo Verde	X1c	N/A[2]	N/A[2]	24,300	45,000	20,700
Airport	X1c	2,750	2	347,820	500,000	152,180
Falstaff	X1d	N/A[2]	N/A[2]	405	10,000	9,595

[1] North Marana Y1 Zone has no connections at this time.
[2] Palo Verde and Falstaff Service Areas do not have a fire flow requirement.

All of the zones have excess storage capacity with the exception of the Picture Rocks CR zone, which has a deficiency of 189,280 gallons.

5.3. Existing Well Capacity

The minimum required well capacity is equal to PDD with the largest well out of service; however, the North Marana Y1 Zone, the Palo Verde Service Area, and the Falstaff Service Area do not require redundant well capacity and each is served by a single well. **Table 9** shows the current well capacity requirement, the existing well capacity, and the amount of excess capacity for each pressure zone. Currently, there are no source well deficiencies.

Table 9. Existing well capacity

Service Area	Zone	Required Well Capacity (gpm)	Total Existing Well Capacity (gpm)	Largest Well (gpm)	Net Well Capacity (gpm)	Excess Well Capacity (gpm)
North Marana	W+	1,383	2,615	960	1,655	199
	X1a	73				
	Y1	0[1]	85	N/A[2]	85	85
Picture Rocks	CR	766	2,655	N/A[3]	2,655	1,760
	PR	87				
	Y3	41				
Twin Peaks	Y1	315	2,852	N/A[4]	1,870	1,870
	Z1	223				
Airline/Lambert	X1b	143	2,047	1,152	895	752

Service Area	Zone	Required Well Capacity (gpm)	Total Existing Well Capacity (gpm)	Largest Well (gpm)	Net Well Capacity (gpm)	Excess Well Capacity (gpm)
Palo Verde	X1c	23	245	N/A[2]	245	223
Airport	X1c	17	2,956	2,000	956	940
Falstaff	X1d	0.38	56	N/A[2]	56	55

[1] North Marana Y1 Zone has no demands at this time.
[2] Currently no requirement for redundant well capacity.
[3] No requirement for redundant well capacity because of connection to Tucson Water system.
[4] No requirement for redundant well capacity because of connection to Oro Valley Water Utility system.

5.4. EXISTING BOOSTER CAPACITY

The booster capacity requirement is the greater of PHD or PDD plus fire flow. If the pressure zone is served by gravity storage (Twin Peaks Y1 and Z1), then the booster capacity requirement is PDD. **Table 10** shows the required booster capacity, the existing booster capacity, and the excess booster capacity for each zone. Currently, there are no booster capacity deficiencies.

Table 10. Existing booster capacity

Service Area	Zone	Required Booster Capacity (gpm)	Existing Booster Capacity (gpm)	Excess Booster Capacity (gpm)
North Marana	W+	3,883	6,720	2,837
	X1a	1,073	1,300	227
	Y1	0[1]	1,850	1,850
Picture Rocks	CR	3,641	3,750	109
	PR	787	2,380	1,593
	Y3	2,541	3,100	559
Twin Peaks	Y1	315[2]	2,100	1,785
	Z1	223[2]	1,300	1,077
Airline/Lambert	X1b	2,143	5,080	2,937
Palo Verde	X1c	145	300	155
Airport	X1c	2,767	4,500	1,734
Falstaff	X1d	20	120	100

[1] North Marana Y1 Zone has no demands at this time.
[2] Booster requirement is equal to PDD because booster is part of gravity storage system.

6. PROJECTED CAPACITY REQUIREMENTS AND UTILIZATION OF EXISTING FACILITIES

This section includes the projected capacity requirements and utilization of existing infrastructure over the 10-year study period ending in 2027. Water system infrastructure requirements are based on the level of service noted in **Section 3.2**.

6.1. PROJECTED 10-YEAR EDUS

The future land use from **Table 3** in **Section 4** was combined with the water service areas and water pressure zones from **Figure 2**. The results were combined with the existing EDUs from **Table 6** in **Section 5** to get the total EDUs by water pressure zone. The results are presented in **Table 11**.

Table 11. Projected Equivalent Dwelling Units

Service Area	Zone	Existing EDUs	10-year Growth (EDUs)	2027 EDUs
North Marana	W+	3,687	2,052	5,739
	X1a	195	7	202
	X1d	0	220	220
	Y1	0	72	72
Picture Rocks	CR	2,043	200	2,243
	PR	233	0	233
	Y3	110	101	211
Twin Peaks	A	0	29	29
	A+	0	195	195
	Y1	840	1,291	2,131
	Z1	595	253	848
Airline/Lambert	X1b	381	1,229	1,610
Palo Verde	X1c	60	0	60
Airport	X1c	44	116	160
Falstaff	X1d	1	0	1

6.2. PROJECTED DEMANDS

Table 12 shows the projected 2027 demands for each water pressure zone. Projected demands are ADD, PDD, and PHD.

Table 12. Projected demands.

Service Area	Zone	Average Day Demand (gpd)	Peak Day Demand (gpm)	Peak Hour Demand (gpm)
North Marana	W+	1,549,530	2,152	3,228
	X1a	54,540	76	133
	X1d	59,400	83	144
	Y1	19,440	27	47
Picture Rocks	CR	605,610	841	1,472
	PR	62,910	87	153
	Y3	56,970	79	173[1]
Twin Peaks	A	7,830	11	19
	A+	52,650	73	128

Service Area	Zone	Average Day Demand (gpd)	Peak Day Demand (gpm)	Peak Hour Demand (gpm)
	Y1	575,370	799	1,398
	Z1	228,960	318	557
Airline/Lambert	X1b	434,700	604	1,057
Palo Verde	X1c	16,200	23	145[1]
Airport	X1c	43,200	60	127
Falstaff	X1d	270	0.38	20[1]

[1] Peak-hour demand based on instantaneous flow requirement.

6.3. PROJECTED STORAGE CAPACITY

The minimum storage reservoir requirement is equal to 1.5 times ADD plus fire flow. There are no plans to add fire flow requirements to the Palo Verde and Falstaff service areas. If storage is for more than one zone, the highest fire flow requirement of the multiple zones is used to calculate the storage requirement.

Table 13 shows the fire flow requirement (flow and duration), the projected storage reservoir requirement, the existing reservoir capacity, and the amount of excess capacity for each pressure zone. Excess storage in a red font and parenthesis indicate a negative value, which means a deficiency in storage. It is projected that by 2027, the North Marana W+, X1a, and X1d Zones will have a 704,005-gallon storage deficiency, and the Picture Rocks CR and PR Zones will have a 270,280-gallon storage deficiency.

Table 13. Projected storage capacity

Service Area	Zone	Fire Flow (gpm)	Fire Flow Duration (hours)	Required Storage (gallons)	Existing Storage (gallons)	Excess Storage (gallons)
North Marana	W+	2,500	2	2,779,005[1]	2,075,000	(704,005)
	X1a	1,000	2			
	X1d	2,500	2			
	Y1	1,750	3	223,360[1]	500,000	244,640
Picture Rocks	CR	2,875	3	1,520,280	1,250,000	(270,280)
	PR	700	2			
	Y3	2,500	2	385,455	1,000,000	614,545
Twin Peaks	A	1,500	2	2,257,215	2,285,000	27,785
	A+	1,500	2			
	Y1	4,000	4			
	Z1	1,500	3			
Airline/Lambert	X1b	2,000	2	892,050	1,940,000	1,047,950
Palo Verde	X1c	N/A[2]	N/A[2]	24,300[3]	45,000	20,700
Airport	X1c	2,750	2	394,800	500,000	105,200

Service Area	Zone	Fire Flow (gpm)	Fire Flow Duration (hours)	Required Storage (gallons)	Existing Storage (gallons)	Excess Storage (gallons)
Falstaff	X1d	N/A[2]	N/A[2]	405[3]	10,000	9,595

[1] The Marana Technology Campus is in the X1d zone, but is supplied from the Tangerine Business Park Reservoir; therefore, the storage component is included in the North Marana Y1 zone requirement.
[2] Palo Verde and Falstaff Service Areas do not have a fire flow requirement.
[3] Required storage is equal to 1.5 times ADD.

6.4. PROJECTED WELL CAPACITY

The minimum required well capacity is equal to PDD with the largest well out of service; however, the North Marana Y1 Zone, the Palo Verde Service Area, and the Falstaff Service Area will not require redundant well capacity by 2027. **Table 14** shows the projected well capacity requirement, the existing well capacity, and the projected excess capacity for each pressure zone. Excess well capacity in a red font and parenthesis indicates a negative value, which means a deficiency in well capacity. The North Marana Service Area is projected to have a well capacity deficiency of 644 gpm by 2027.

Table 14. Projected well capacity

Service Area	Zone	Required Well Capacity (gpm)	Total Existing Well Capacity (gpm)	Largest Well (gpm)	Net Well Capacity (gpm)	Excess Well Capacity (gpm)
North Marana	W+	2,152	2,572	921	1,651	(644)
	X1a	76				
	X1d	68[1]				
	Y1	42[1]	85	N/A[2]	85	43
Picture Rocks	CR	841	2,425	N/A[3]	2,425	1,417
	PR	87				
	Y3	79				
Twin Peaks	A	11	2,419	N/A[4]	2,419	1,218
	A+	73				
	Y1	799				
	Z1	318				
Airline/Lambert	X1b	604	2,047	1,736	1,126	6
Palo Verde	X1c	23	277	N/A[2]	277	255
Airport	X1c	60	4,156	2,156	2,000	1,940
Falstaff	X1d	0.38	59	N/A[2]	59	59

[1] The Marana Technology Campus is in the X1d zone, but is supplied from the Tangerine Business Park Reservoir; therefore, the well component is included in the North Marana Y1 zone requirement.
[2] System only has one well. No requirement for redundant well capacity at this time.

Service Area	Zone	Required Well Capacity (gpm)	Total Existing Well Capacity (gpm)	Largest Well (gpm)	Net Well Capacity (gpm)	Excess Well Capacity (gpm)

[3] No requirement for redundant well capacity because of connection to Tucson Water system.
[4] No requirement for redundant well capacity because of connection to Oro Valley Water Utility system.

6.5. PROJECTED BOOSTER CAPACITY

The booster capacity requirement is the greater of PHD or PDD plus fire flow. If the pressure zone is served by gravity storage (Twin Peaks Y1 and Z1), then the booster capacity requirement is PDD. **Table 15** shows the projected required booster capacity, the existing booster capacity, and the excess booster capacity for each zone. Excess booster capacity in a red font and parenthesis indicates a negative value, which means a deficiency in well capacity.

It is projected that the North Marana X1d Zone will have a 2,568 gpm deficiency by 2027.

Table 15. Projected Booster Capacity.

Service Area	Zone	Fire Flow (gpm)	Required Booster Capacity (gpm)	Existing Booster Capacity (gpm)	Excess Booster Capacity (gpm)
North Marana	W+	2,500	4,652	6,720	2,068
	X1a	1,000	1,076	1,300	224
	X1d	2,500	2,568	0	(2,568)
	Y1	1,750	1,792	3,750	58
Picture Rocks	CR	2,875	3,716	3,750	34
	PR	700	867	2,380	1,514
	Y3	2,500	2,579	3,100	521
Twin Peaks	A	1,500	1,584[1]	1,850	266
	A+				
	Y1	4,000	799[2]	2,100	1,301
	Z1	1,500	318[2]	1,300	982
Airline/Lambert	X1b	2,000	2,604	5,080	2,476
Palo Verde	X1c	N/A[3]	145	300	155
Airport	X1c	2,750	2,810	4,500	1,690
Falstaff	X1d	N/A[3]	20	120	100

[1] Twin Peaks A+ Zone booster supplies water to both the A+ Zone and the A Zone through a pressure reducing valve (PRV) in this area.
[2] Booster capacity is for PDD only because zones are part of gravity storage system.
[3] No fire flow requirement.

6.6. OTHER DISTRIBUTION SYSTEM DEFICIENCIES

In addition to having adequate storage capacity, well capacity, and booster capacity, the distribution system must have adequate capacity to move water to the projected development areas while maintaining a minimum of 20 psi throughout the system.

There are projected distribution system deficiencies in the North Marana and Twin Peaks Service Areas. It is projected that the North Marana Service Area will require a larger connection between the San Lucas area east of Interstate 10 and the rest of the North Marana Service Area, and connecting the southern and northern portions of the North Marana Service Area along Sanders Road.

The hydraulic model of the Twin Peaks Service Area shows a deficiency when delivering fire flow plus PDD while maintaining a minimum 20 psi pressure throughout the service area.

6.7. ADDITIONAL RENEWABLE RESOURCE ACQUISITIONS

An average of 270 gpd (approximately 0.3 acre-feet/year) of renewable water resources is required for each EDU added to the water system to offset groundwater withdrawals. **Table 16** shows the projected additional renewable water resource required for each benefit area. Projected growth over the next 10 years will require approximately 1,829 acre-feet of additional renewable water resource acquisitions.

Table 16. Projected additional renewable resources required for 2027

Benefit Area	Projected Growth (EDU)	Renewable Resource (acre-feet)
Airport	116	35
IGA	282	85
North Marana	2,351	711
Twin Peaks	2,069	626
Saguaro Bloom	1,229	372
Total	**6,047**	**1,829**

6.8. SUMMARY OF PROJECTED CAPACITY DEFICIENCIES

Table 17 contains a summary of the projected infrastructure deficiencies in storage, well, and booster capacity for each benefit area. In addition to the infrastructure deficiencies shown in **Table 17**, 1,829 acre-feet of renewable water resources will be required to offset the ADWR safe yield requirements.

Table 17. Summary of projected capacity deficiencies by service area.

Service Area	Storage Capacity Deficiency (gallons)	Well Capacity Deficiency (gpm)	Booster Capacity Deficiency (gpm)	Other Deficiencies
North Marana	704,005	644	2,568	Note 1
Twin Peaks				Note 2
Picture Rocks	270,780			
Airline/Lambert				
Palo Verde				
Airport				
Falstaff				

[1] North Marana does not meet the 20-psi pressure requirement for all flow conditions.
[2] Twin Peaks does not meet the 20-psi pressure requirement for all flow conditions.

7. CAPITAL INFRASTRUCTURE IMPROVEMENTS

Figure 7 shows the location of the seven capital projects that are intended to make up the projected deficiencies discussed in **Section 6**. Five of the projects affect development in the North Marana Benefit Area, and two of the projects affect the Twin Peaks Benefit Area. **Appendix A** contains conceptual site layouts for each project. Projects that are associated with water resources acquisition are presented in **Section 8**. **Table 18** shows each project, the benefit area benefiting from each project, and the projected EDUs affected by the project. See **Section 3** for the level of service associated with each benefit area.

Table 18. Proposed capital facilities

Affected Benefit Areas	Capital Facilities	Projected Affected EDUs
North Marana	San Lucas Interconnect	2,351
	W+ to X-zone 3,000-gpm booster station	
	Marana Park 650-gpm well	
	Marana Park 750,000-gallon storage reservoir	
	Sanders 24-inch pipeline	
Twin Peaks	24-inch Twin Peaks/Continental Reserve Interconnect	2,069
	Picture Rocks Interconnect	

7.1. SAN LUCAS INTERCONNECT

The proposed San Lucas Interconnect is a 16-inch diameter pipe that crosses Interstate 10 to connect development on the east side of Interstate 10 to the rest of the North Marana Service Area. The proposed San Lucas Interconnect alleviates projected distribution system deficiencies, and allows the movement of water during peak flow events, while maintaining a minimum 20-psi pressure throughout the system.

7.2. W+ TO X ZONE 3,000-GPM BOOSTER STATION

The proposed W+ to X Zone 3,000-gpm booster station booster station will move water from the North Marana W+ Zone to the North Marana X1d Zone. A pressure reducing valve (PRV) will allow water to move by gravity from the X1d Zone to the W+ zone. The proposed booster station will alleviate the projected 2,568-gpm booster station deficiency.

7.3. MARANA PARK 650-GPM WELL

The proposed Marana Park 650-gpm well will provide groundwater to the North Marana Service Area, and will alleviate the projected 644-gpm well deficiency.

7.4. MARANA PARK 750,000-GALLON RESERVOIR

The proposed Marana Park 750,000-gpm storage reservoir will address the 704,005-gallon storage deficiency in the North Marana Service Area.

7.5. SANDERS ROAD 24-INCH PIPELINE

The proposed Sanders Road 24-inch Pipeline will alleviate projected distribution system deficiencies in the North Marana Service Area. The improvement will allow the movement of water from source wells and storage reservoirs to and from new development areas during peak use periods, while maintaining a minimum 20-psi pressure throughout the system.

7.6. TWIN PEAKS/CONTINENTAL RESERVE INTERCONNECT

The proposed 24-inch Twin Peaks/Continental Reserve Interconnect will connect the Twin Peaks and Picture Rocks Service Areas. The proposed improvement will alleviate the projected 270,280-gallon storage deficiency in the Picture Rocks Service Area, and the projected distribution system deficiency in fire flow in the Twin Peaks Service Area

7.7. PICTURE ROCKS INTERCONNECT

The proposed Twin Peaks/Continental Reserve Interconnect will require a change in the pressure zone boundary between the Picture Rocks CR and PR pressure zones as the majority of the CR pressure zone becomes a Y pressure zone. With the connection of the two areas, the water pressure of about 222 existing customers would fall below the 40-psi minimum pressure during normal flow conditions. The proposed Picture Rocks Interconnect is required to maintain the existing level of service for existing customers that would be affected by the proposed Twin Peaks/Continental Reserve Interconnect.

8. COST OF CAPITAL IMPROVEMENTS AND WATER RESOURCE ACQUISITIONS

This section covers costs associated with infrastructure, water rights acquisitions, and Section 23 fees.

8.1. INFRASTRUCTURE

The discussion of infrastructure costs is divided into three sections: 1) the cost associated with planning for growth, 2) reimbursements for existing infrastructure, 3) and the costs associated with the capital infrastructure improvements presented in **Section 7**.

8.1.1. Planning

An update of the 2010 Potable Water Master Plan of the Marana water system will be completed in 2018 at an estimated cost of $75,000. Master planning is performed periodically to plan for future growth.

8.1.2. Reimbursements

There are existing reimbursements required for the construction of infrastructure in the Saguaro Bloom and Twin Peaks Benefit Areas. In the Saguaro Bloom Benefit Area, developer-financed water system infrastructure was constructed with the agreement that the developers will be refunded as the area was developed. In the Twin Peaks Benefit Area, infrastructure was financed by the Town and there are debt service payments required during the 10-year impact fee period. **Table 19** shows the annual reimbursement for each benefit area.

Table 19. Annual reimbursement for Twin Peaks and Saguaro Bloom benefit areas

Year	Twin Peaks Benefit Area	Saguaro Bloom Benefit Area
2018	$254,135	$97,967
2019	$254,055	$97,972
2020	$253,973	$97,972
2021	$253,889	$97,972
2022	$253,802	$97,972
2023	$253,712	$97,972
2024	$253,620	$97,972
2025	$253,525	$97,972
2026	$253,428	$97,972
2027	$253,327	$97,972
Total	**$2,537,466**	**$979,715**

8.1.3. Infrastructure

This section contains the estimated capital costs for projects affecting the North Marana Benefit Area and the Twin Peaks Benefit Area. **Appendix A** contains a detailed cost breakdown for each capital improvement with the exception of the San Lucas Interconnect. The cost for the San Lucas Interconnect is based on the existing contract amount to complete the project. **Table 20** shows the estimated costs and timing for infrastructure improvements in the North Marana Benefit Area.

Table 20. North Marana Benefit Area capital improvement costs

Year	San Lucas Inter-connect	W+ to X-zone Booster Station	Marana Park 650-gpm Well	Marana Park 750,000-gal Reservoir	Sanders 24-inch Pipeline	Total
2018	$324,000					$324,000
2019						
2020			$675,000			$675,000
2021		$934,875		$1,269,000		$2,203,875
2022					$2,227,770	$2,227,770
Total	**$324,000**	**$934,875**	**$675,000**	**$1,269,000**	**$2,227,770**	**$5,430,645**

Table 21 shows the estimated costs and timing for the proposed capital infrastructure improvements in the Twin Peaks Benefit Area.

Table 21. Twin Peaks Benefit Area capital improvement costs

Year	24-inch Twin Peaks/Continental Reserve Interconnect	Picture Rocks Interconnect	Total
2018		$1,344,600	$1,344,600
2019	$1,736,910		$1,736,910
Total	**$1,736,910**	**$1,344,600**	**$3,081,510**

8.1.4. Summary of Costs Related to Infrastructure Improvements

Table 22 is a summary of the costs related to the infrastructure improvements. The costs include planning, reimbursements for existing infrastructure capacity, and proposed infrastructure improvements. The Reimbursements and Infrastructure are broken down by benefit area.

Table 22. Summary of infrastructure improvement costs by benefit area

Year	Planning	Reimbursements		Proposed Infrastructure		Total
		Twin Peaks	Saguaro Bloom	North Marana	Twin Peaks	
2018	$75,000	$254,135	$97,967	$324,000	$1,344,600	$2,095,702
2019		$254,055	$97,972		$1,736910	$2,088,937
2020		$253,973	$97,972	$675,000		$1,026,945
2021		$253,889	$97,972	$2,203,875		$2,555,736
2022		$253,802	$97,972	$2,227,770		$2,579,544
2023		$253,712	$97,972			$351,684
2024		$253,620	$97,972			$351,592
2025		$253,525	$97,972			$351,497
2026		$253,428	$97,972			$351,400
2027		$253,327	$97,972			$351,299
Total	**$75,000**	**$2,537,466**	**$979,715**	**$5,430,645**	**$3,081,510**	**$12,104,336**

8.2. Renewable Water Resource Acquisitions

There are three sources of renewable water resources foreseen in the next 10 years: Central Arizona Project (CAP) Non-Indian Agricultural Reallocation (NIA), Avra CAP M&I, and recharged wastewater. Costs for recharged wastewater include the cost to build recharge basins and one-half the cost to purchase and upgrade the Marana Water Reclamation Facility (WRF).

Water Resource impact fees are applied to new development in all of the Benefit Areas including the IGA Benefit Area. The projected growth for all of the benefit areas is 6,047 EDUs.

Table 23 shows the water required and the renewable water resource available due to the projects included in the IIP for each year from 2018 through 2027. NIA provides 515 acre-feet of water each year and Avra CAP provides 808 acre-feet of water each year. The amount of water recharged at the Marana WRF depends on the number of EDUs connected to the sewer system, and is projected to be about 577 acre-feet in 2018 and to increase to about 1,085 acre-feet in 2027. The final column shows the remaining renewable resource required to offset projected demand for all Marana Water customers and responsibilities.

Table 23. Renewable resource requirements and sources for impact fee period

Year	Projected EDUs Served by Marana Water	Projected EDUs Served by Marana WRF	Water Required (acre-feet)	Reclaimed Water (acre-feet)	Non-Indian Agricultural Reallocation (acre-feet)	Avra CAP M&I (acre-feet)	Remaining Renewable Resource Required (acre-feet)
2018	8,660	3,646	2,619	577	515	808	720
2019	9,161	3,924	2,771	621	515	808	827
2020	9,692	4,222	2,931	668	515	808	941
2021	10,252	4,539	3,101	718	515	808	1,060
2022	10,842	4,876	3,279	771	515	808	1,185
2023	11,462	5,233	3,467	828	515	808	1,316
2024	12,111	5,609	3,663	887	515	808	1,453
2025	12,789	6,005	3,868	950	515	808	1,595
2026	13,498	6,421	4,083	1,016	515	808	1,744
2027	14,236	6,856	4,306	1,085	515	808	1,898

The Marana WRF and designated management area was acquired from Pima County to assist the Town in meeting its renewable water resource demands. Existing customers have already paid for capacity in the plant, and future customers will pay for unused existing capacity. Although the headworks and secondary treatment were limited to about 0.5 mgd, there is unused capacity in several areas. The existing WRF has a permitted capacity of 3.5 mgd, a tertiary treatment capacity of 3.5 mgd, and has the land area required for the treatment of 4.5 mgd. Since the Marana WRF was acquired primarily for water resource recovery, future water customers will pay for one-half the cost of the acquisition debt service, and future sewer customers will pay for one-half the acquisition debt service. **Table 24** shows the plant acquisition debt service and the portion of the acquisition debt service devoted to new water customers over the next ten years.

Table 24. Debt service for acquisition of the Marana WRF.

Year	Plant Acquisition Debt Service	Portion of Plant Acquisition Debt Service Devoted to New Water Customers
2018	$1,809,925	$904,963
2019	$1,809,925	$904,963
2020	$1,810,550	$905,275
2021	$1,807,150	$903,575
2022	$1,812,350	$906,175
2023	$1,810,750	$905,375
2024	$1,806,750	$903,375
2025	$1,810,250	$905,125
2026	$1,810,750	$905,375
2027	$1,808,250	$904,125
Total	**$18,096,650**	**$9,048,326**

A 1.5 million gallon per day (mgd) expansion to the Marana WRF is currently being constructed. The expansion includes replacement of the existing 0.5 mgd Biolac secondary treatment system with a 1.5 mgd activated sludge treatment system, replacement of the 0.5 mgd headworks with 1.5 mgd headworks, and replacement of the existing biosolids handling system with new larger capacity biosolids handling system. Since the Marana WRF was acquired primarily for water resource recovery, future water customers will pay for one-half the cost of the expansion debt service, and future sewer customers will pay for one-half the expansion debt service. **Table 25** shows the plant expansion debt service and the portion of the plant expansion debt service devoted to new water customers over the next ten years.

Table 25. Debt service for Marana WRF 1.5 mgd upgrade.

Year	Plant Expansion Debt Service	Portion of Plant Expansion Debt Service Devoted to New Water Customers
2018	$815,091	$407,546
2019	$680,819	$340,409
2020	$680,819	$340,409
2021	$680,819	$340,409
2022	$680,819	$340,409
2023	$680,819	$340,409
2024	$680,819	$340,409
2025	$680,819	$340,409
2026	$680,819	$340,409
2027	$680,819	$340,409
Total	**$6,942,462**	**$3,471,227**

Recharge basins are currently under construction for the Marana WRF. The recharge basins will allow purified water to be recharged, and to then become available as groundwater recharge credits to offset groundwater pumping. **Table 26** shows the debt service for the new recharge basins.

Table 26. Debt service for construction of recharge basins

Year	Recharge Basin Debt Service
2018	$153,544
2019	$128,250
2020	$128,250
2021	$128,250
2022	$128,250
2023	$128,250
2024	$128,250
2025	$128,250
2026	$128,250
2027	$128,250
Total	**$1,307,794**

Other sources of renewable water resource for the Town are the purchase of Non-Indian Agricultural (NIA) Central Arizona Project (CAP) at $78,530 spread over 5 years, and Avra CAP M&I, which is a one-time cost of $692,970 in 2018.

Table 27 is a summary of the effluent and CAP related renewable resources required to offset the increased groundwater withdrawals required to support growth over the impact fee period.

Table 27. Summary of costs associated with water rights acquisitions

Year	Portion of Plant Acquisition Debt Service	Portion of WRF Upgrade Debt Service	Recharge Basin Debt Service	Non-Indian Agricultural Reallocation	Avra CAP M&I	Total
2018	$904,963	$407,546	$153,544	$15,706	$692,970	$2,174,729
2019	$904,963	$340,409	$128,250	$15,706		$1,389,328
2020	$905,275	$340,409	$128,250	$15,706		$1,389,640
2021	$903,575	$340,409	$128,250	$15,706		$1,387,940
2022	$906,175	$340,409	$128,250	$15,706		$1,390,540
2023	$905,375	$340,409	$128,250			$1,374,034
2024	$903,375	$340,409	$128,250			$1,372,034
2025	$905,125	$340,409	$128,250			$1,373,784
2026	$905,375	$340,409	$128,250			$1,374,034
2027	$904,125	$340,409	$128,250			$1,372,784
Total	**$9,048,326**	**$3,471,227**	**$1,307,794**	**$78,530**	**$692,970**	**$14,598,847**

8.3. SECTION 23 FEES

Pursuant to an IGA between Marana and Oro Valley dated April 3, 2001 (Marana Resolution 2001-36), Marana and Oro Valley share an overlapping service area. The area of overlap is shown in **Appendix B**, and is located within a portion of Section 23, Township 12 South, Range 12 East. Connections in the overlap area pay a fee in addition to the Twin Peaks Benefit Area impact fee. The additional fee was $750 per EDU in 2001, and has increased by 3 percent per year every year thereafter. **Table 28** shows the fee over the next 10 years to the nearest dollar.

Table 28. Additional Section 23 fees by year

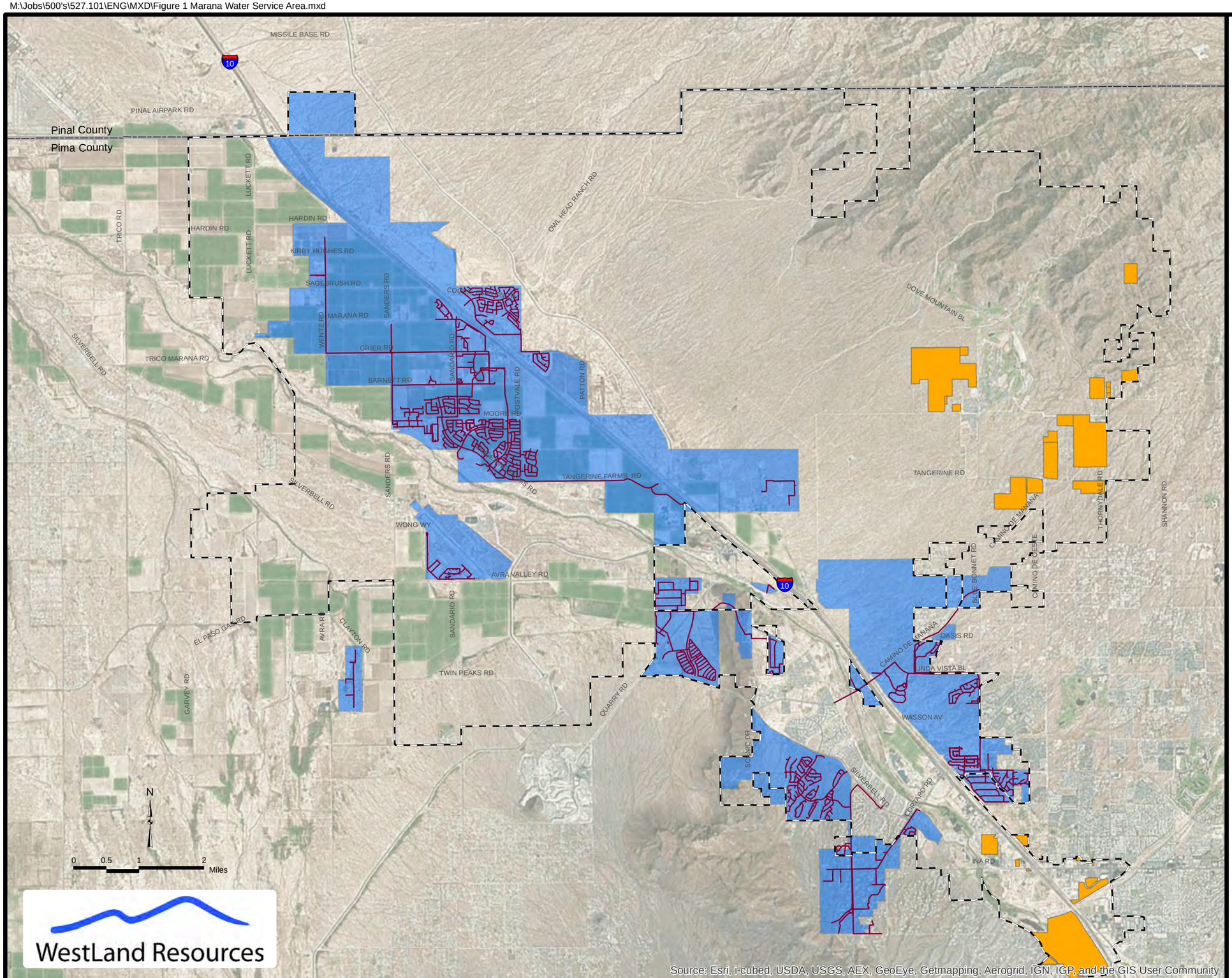
Year	Section 23 Fee	Year	Section 23 Fee
2018	$1,240	2023	$1,437
2019	$1,277	2024	$1,480
2020	$1,315	2025	$1,525
2021	$1,355	2026	$1,570
2022	$1,395	2027	$1,617

9. REFERENCES

Schladweiler, Scott. 2017. Email: Infrastructure Improvement Plans. Attachment: 5-10 year projections 4-20-17.xlsx. To: Robert Archer, WestLand Resources, Inc. April 22, 2017.

FIGURES

M:\Jobs\500's\527.101\ENG\MXD\Figure 1 Marana Water Service Area.mxd



Legend

- Marana Town Limits
- Pima/Pinal County Line
- Existing Water Mains
- Marana Water Service Area
- Tucson Water IGA

WestLand Resources

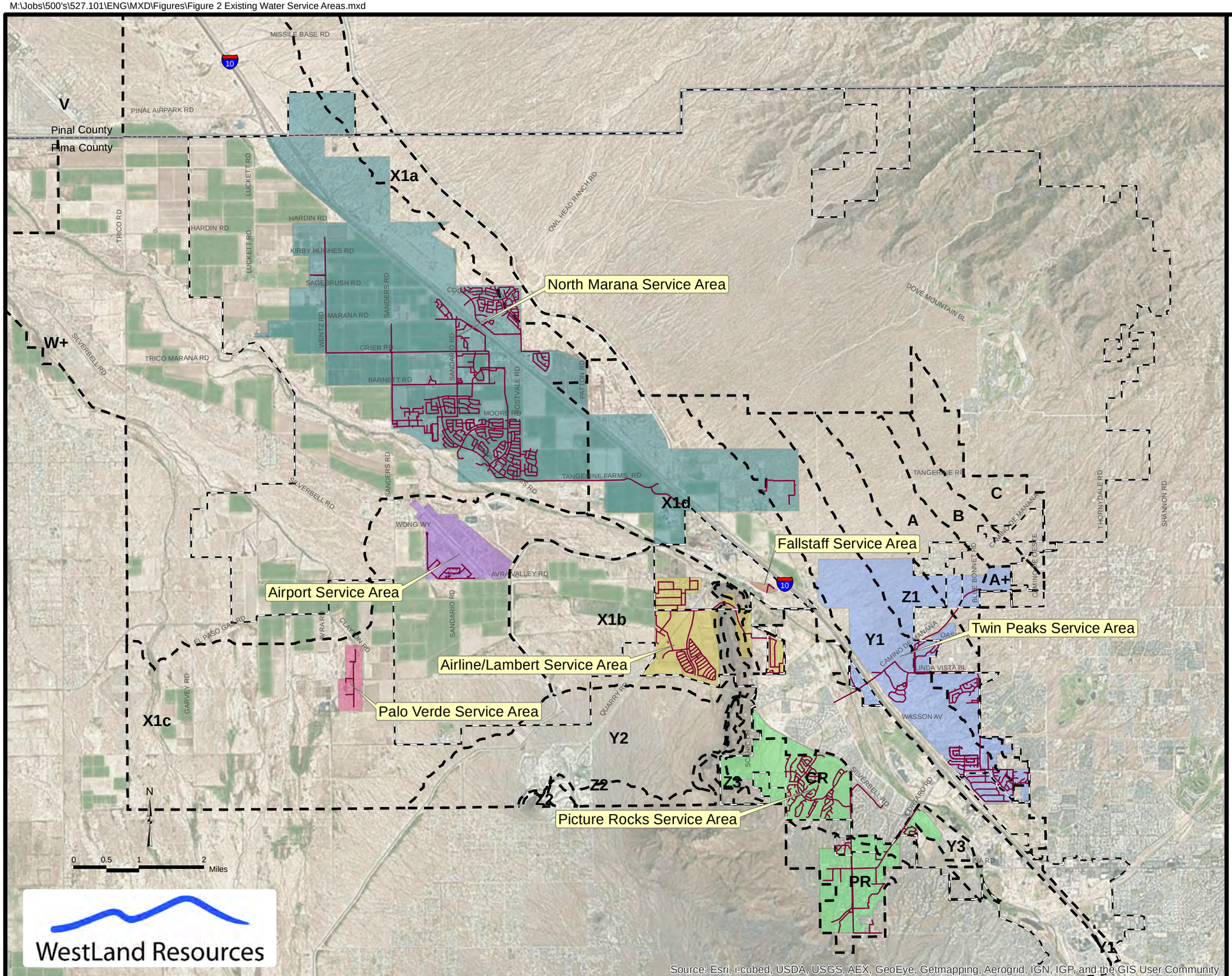
MARANA AZ
WATER

2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 1

Marana Water Service Area

M:\Jobs\500's\527.101\ENG\MXD\Figures\Figure 2 Existing Water Service Areas.mxd



Legend

- Marana Town Limits
- Pima/Pinal County Line
- Existing Water Mains
- Pressure Zone Boundaries

Marana Water Service Areas

- Airport
- Picture Rocks
- Falstaff
- North Marana
- Palo Verde
- Airline/Lambert
- Y1 Twin Peaks
- Water Pressure Zone

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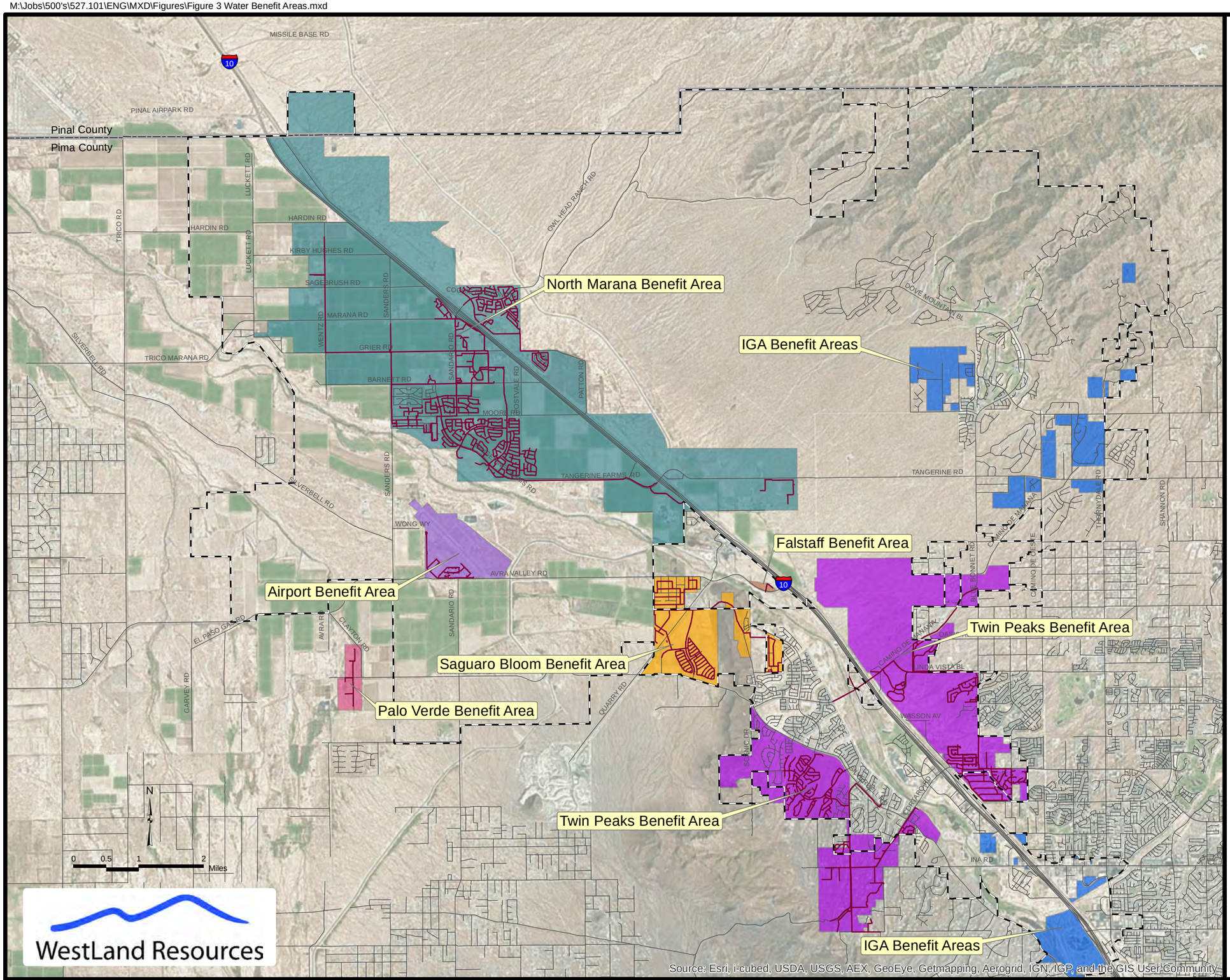
MARANA AZ
WATER

2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 2

Water Service Areas and Water Pressure Zones

M:\Jobs\500's\527.101\ENG\MXD\Figures\Figure 3 Water Benefit Areas.mxd



Legend

- Marana Town Limits
- Pima/Pinal County Line
- Existing Water Mains

Water Benefit Areas

- Airport
- Falstaff
- North Marana
- Palo Verde
- Saguaro Bloom
- Twin Peaks
- IGA

Note: IGA - Intergovernmental Agreement with Tucson Water

WestLand Resources

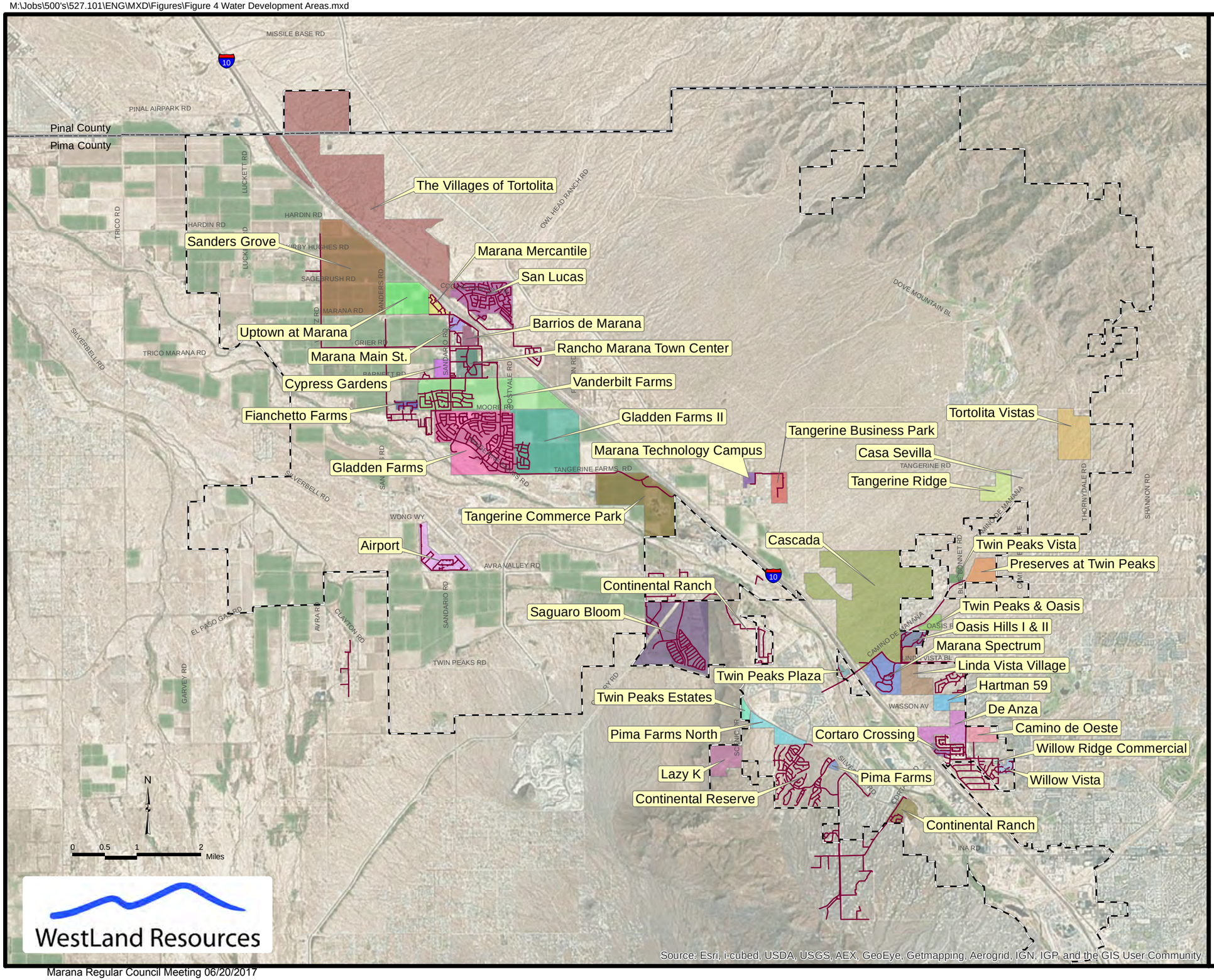
MARANA AZ
WATER

2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 3

Water Benefit Areas

M:\Jobs\500's\527.101\ENG\MXD\Figures\Figure 4 Water Development Areas.mxd



Legend

- Marana Town Limits
- Pima/Pinal County Line
- Existing Water Mains

Development Areas

- Continental Ranch
- Airport
- Barrios de Marana
- Camino de Oeste
- Cascada
- Continental Reserve
- Cortaro Crossing
- Cypress Gardens
- De Anza
- Fianchetto Farms
- Gladden Farms
- Gladden Farms II
- Hartman 59
- Lazy K
- Linda Vista Village
- Marana Main St.
- Marana Mercantile
- Marana Spectrum
- Marana Technology Campus
- Oasis Hills I and II
- Pima Farms
- Pima Farms North
- Preserve at Twin Peaks
- Vanderbilt Farms
- Rancho Marana Town Center
- Saguaro Bloom
- San Lucas
- Sanders Grove
- Tangerine Business Park
- Tangerine Commerce Park
- Tangerine Ridge
- Tortolita Vistas
- Twin Peaks and Oasis
- Twin Peaks Plaza
- Twin Peaks Vista
- Uptown at Marana
- The Villages of Tortolita
- Whitney Farms
- Willow Ridge Commercial
- Willow Vista

WestLand Resources

MARANA AZ WATER

2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 4

Development Areas

M:\Jobs\500's\527.101\ENG\MXD\Figures\Figure 5 Existing Infrastructure.mxd

San Lucas Water Plant
Storage: 1.0 MG
Well: 921 gpm
Booster: 2,250 gpm

San Lucas W to X Zone Booster
Booster: 1,300 gpm

Marana Park Water Plant
Storage: 1.0 MG
Booster: 3,200 gpm

Sandario Well Site
Well: 550 gpm

Honea West Water Plant
Storage: 50,000 gal
Well: 321 gpm
Booster: 550 gpm

Gladden Farms Well Site
Well: 550 gpm

Honea East Water Plant
Storage: 25,000 gal.
Well: 230 gpm
Booster: 720 gpm

Tangerine Business Park Water Plant
Storage: 500,000 gal.
Well: 85 gpm
Booster: 1,850 gpm

Lambert Water Plant
Storage: 30,000 gal.
Well: 150 gpm
Booster: 350 gpm

Airport West Water Plant
Storage: 500,000 gal.
Well: 2,156 gpm
Booster: 4,500 gpm

Airline Water Plant
Storage: 20,000 gal.
Well: 168 gpm
Booster: 230 gpm

Falstaff Water Plant
Storage: 10,000 gal.
Well: 59 gpm
Booster: 120 gpm

Twin Peaks Water Plant
Storage: 1.0 MG
Booster: 1,850 gpm

Airport East Well Site
Well: 2,000 gpm

Twin Peaks Well Site
Well: 1,018 gpm

Hartman Vistas Water Plant
Storage: 1.1 MG
Booster: 1,300 gpm

Saguaro Bloom Water Plant
Storage: 1.87 MG
Well: 1,126 gpm
Booster: 3,000 gpm

Palo Verde Water Plant
Storage: 45,000 gal.
Well: 277 gpm
Booster: 400 gpm

La Puerta Water Plant
Storage: 20,000 gal.
Well: 292 gpm
Booster: 1,200 gpm

Pioneer Well Site
Well: 900 gpm

Cortaro Ranch Water Plant
Storage: 150,000 gal.
Well: 300 gpm
Booster: 1,750 gpm

Willow Vista Booster
Booster: 1,700 gpm

Continental Reserve Water Plant
Storage: 1.0 MG
Wells: 2,425 gpm
Booster: 3,750 gpm

Oshrin Water Plant
Storage: 35,000 gal.
Wells: 201 gpm
Booster: 350 gpm

Picture Rocks Booster
Booster: 660 gpm

The Springs Water Plant
Storage: 1.0 MG
Booster: 3,100 gpm

Picture Rocks Water Plant
Storage: 250,000 gal.
Booster: 1,000 gpm

Legend

- Other Infrastructure
- Existing Water Mains
- Marana Town Limits
- Pima/Pinal County Line

Label Colors

- North Marana Service Area
- Picture Rocks Service Area
- Twin Peaks Service Area
- Airline/Lambert Service Area
- Palo Verde Service Area
- Airport Service Area
- Falstaff Service Area

N

0 0.5 1 2 Miles

WestLand Resources

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

MARANA AZ
WATER

2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 5
Existing Infrastructure

Pinal County
Pima County

San Lucas Interconnect

Sanders 24-inch Pipeline

Marana Park 650-gpm Well and
750,000-gallon Storage Reservoir

W+ to X Zone 3,000-gpm Booster Station

24-inch Twin Peaks/
Continental Reserve Interconnect

Picture Rocks Interconnect

N

0 0.5 1 2 Miles

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Legend

- CapitalImprovements
- Capital Improvements (Linear)
- Existing Water Mains
- Pima/Pinal County Line
- Marana Town Limits

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MARANA AZ
WATER

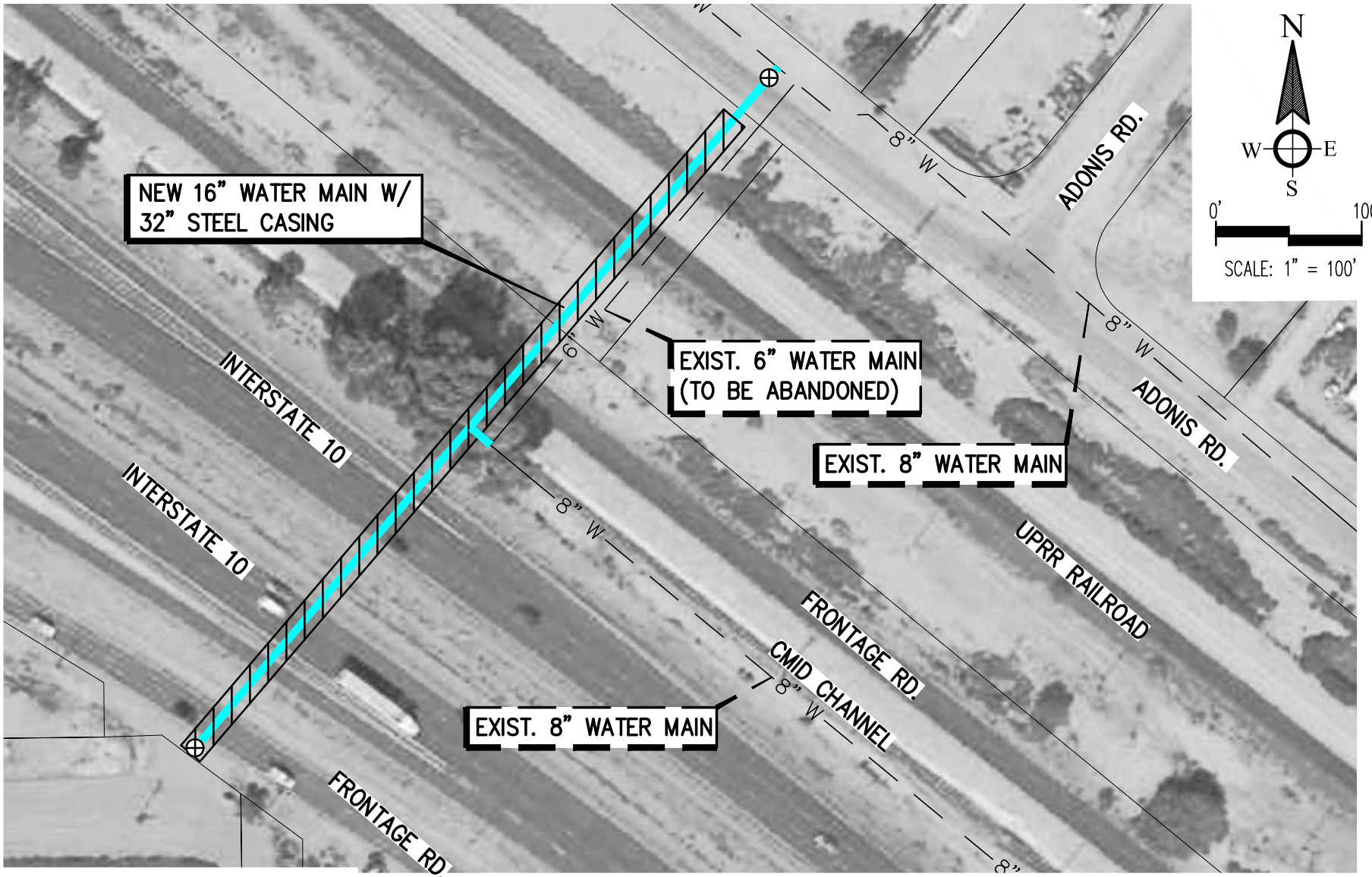
2017 WATER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 6

Capital Improvements

APPENDIX A

Opinions of Probable Construction Cost and Site Plans

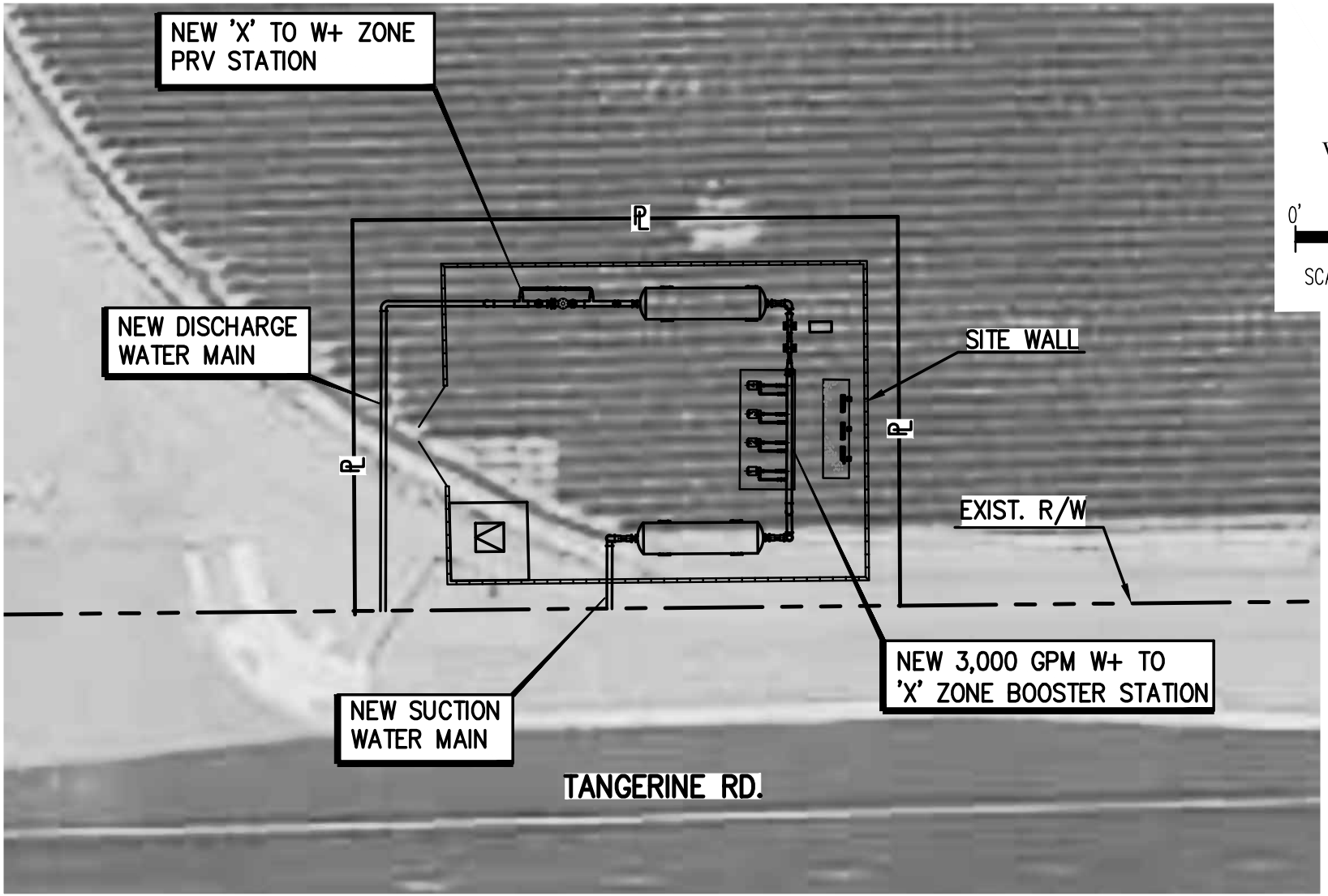


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W+ ZONE 1–10
SAN LUCAS
16" INTERCONNECT
WATER MAIN LAYOUT EXHIBIT

APRIL 14, 2017

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TANGERINE W+ TO 'X' ZONE BOOSTER STATION AND PRV STATION

SITE LAYOUT EXHIBIT

APRIL 14, 2017

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M:\Jobs\500's\527.01\2013\TANGERINE PRV.dwg

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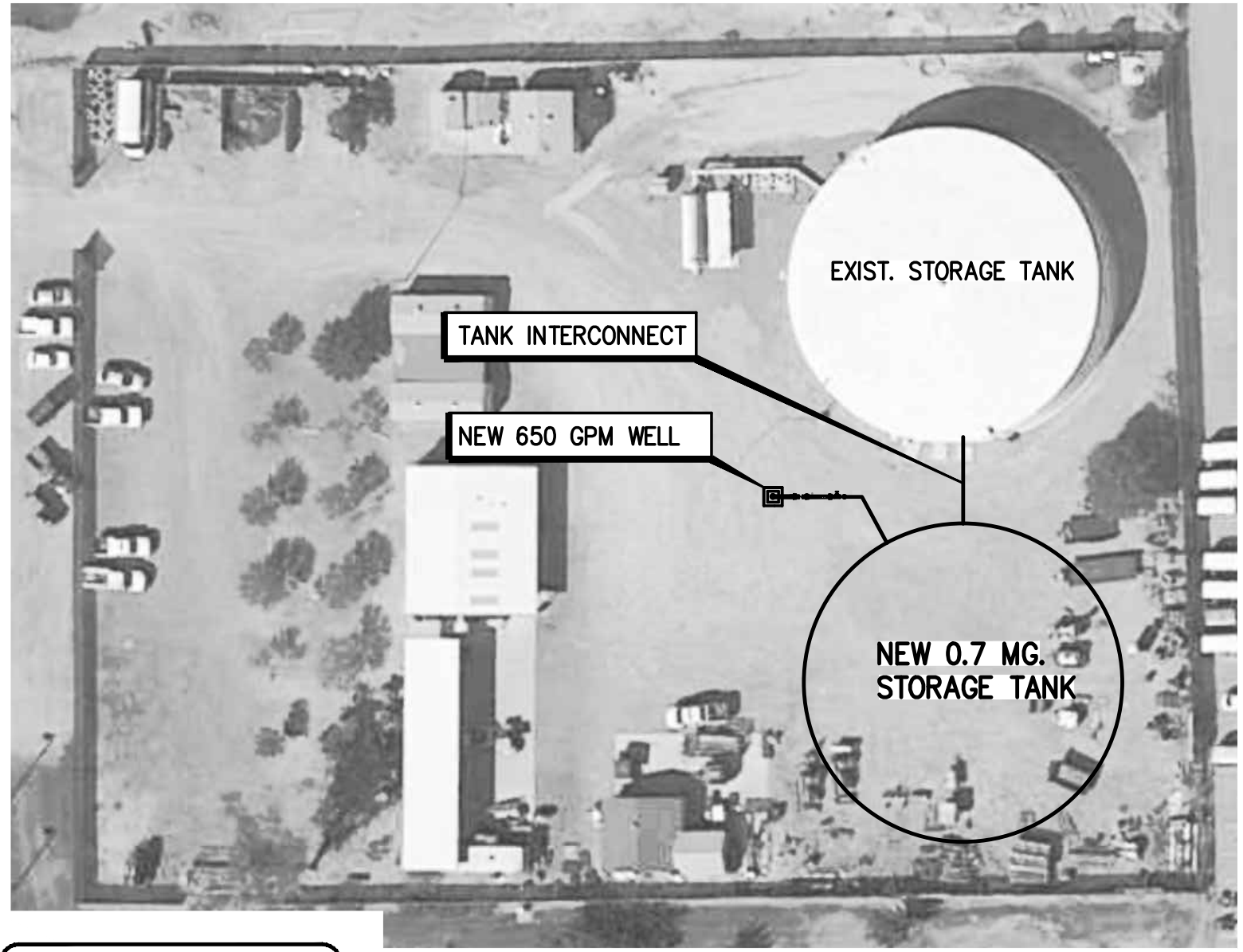
Project Name: Town of Marana 2017 Impact Fees **Prepared by:** OON **Date:** 5/17/2017

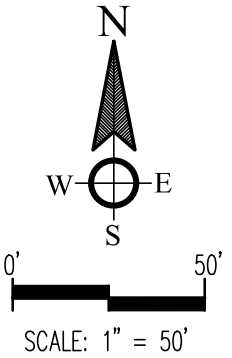
Project No.: 527.101 **Checked by:** EDC **Date:** 5/17/2017

Location: Marana, Arizona **Client:** Town of Marana

Description: Tangerine W+ Zone to X Zone Booster Sation and PRV Station

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	1,500 Grundfos Booster Pump Station	EA	1	$350,000	$350,000	Including concrete pad
2	Bladder Tank	EA	2	$3,500	$7,000	
3	Site Piping	LS	1	$40,000	$40,000	
4	PRV Station	LS	1	$75,000	$75,000	
5	Electical and Controls and Telemetry	LS	1	$180,000	$180,000	
6	Site Wall	LF	270	$150	$40,500	Block wall and gate
	Subtotal				**$692,500**	
	Contingencies (20%)				$138,500	
	Design and Construction Management (15%)				$103,875	
	TOTAL PROJECT COSTS				**$934,875**	





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MARANA PARK
RESERVOIR AND WELL LAYOUT EXHIBIT

APRIL 14, 2017

M:\Jobs\500's\527.01\2013\marana park.dwg

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Engineering and Environmental Consultants

Project Name: Town of Marana 2017 Impact Fees **Prepared by:** OON **Date:** 5/17/2017

Project No.: 527.101 **Checked by:** EDC **Date:** 5/17/2017

Location: Marana, Arizona **Client:** Town of Marana

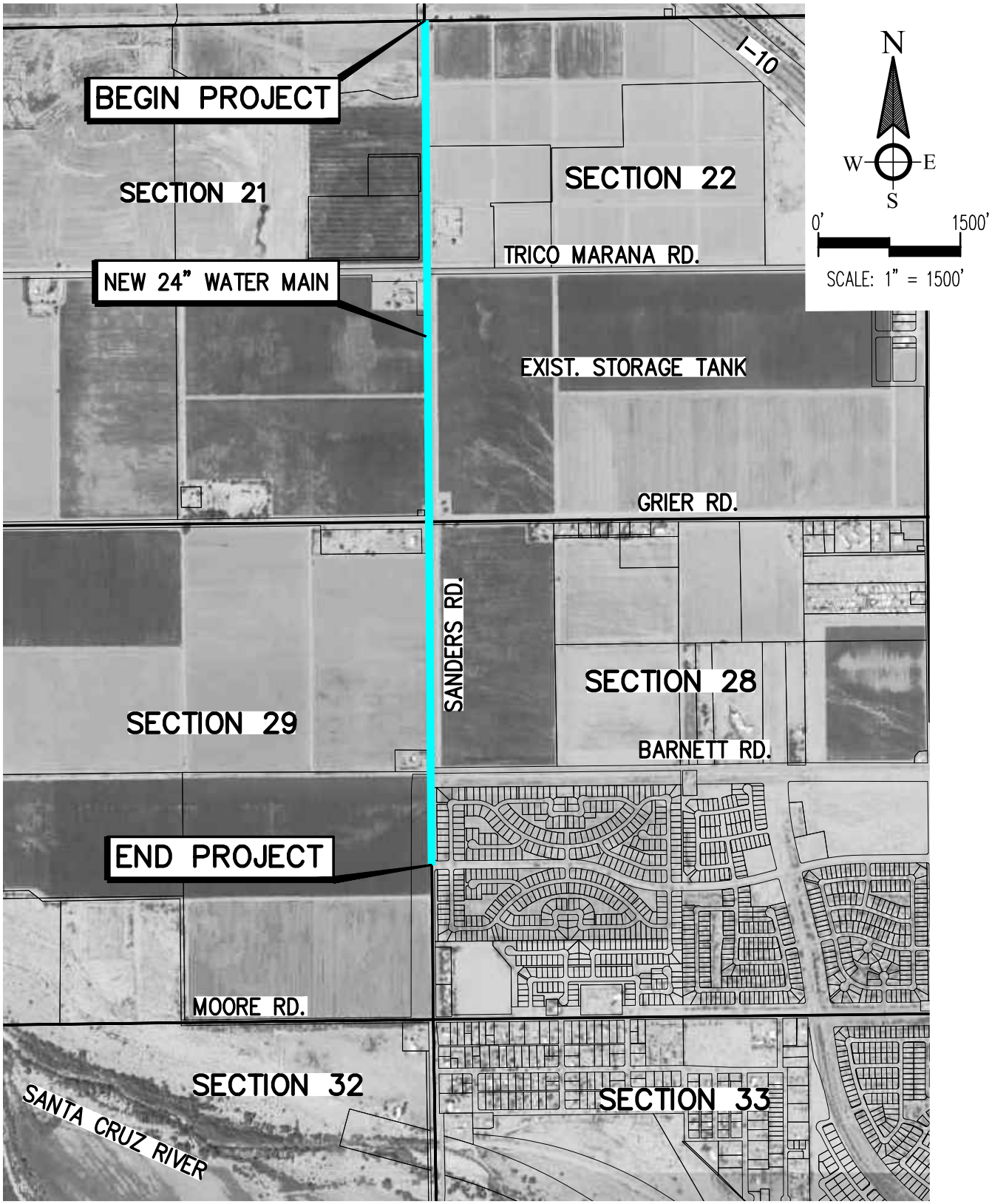
Description: Marana Park Well

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	650 gpm Well	EA	1	$350,000	$350,000	
2	Site Piping	LS	1	$50,000	$50,000	
3	Electrical Instrumentation and Controls	LS	1	$100,000	$100,000	
	Subtotal				**$500,000**	
	Contingencies (20%)				$100,000	
	Design and Construction Management (15%)				$75,000	
	TOTAL PROJECT COSTS				**$675,000**	

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Engineering and Environmental Consultants

Project Name:	Town of Marana 2017 Impact Fees	**Prepared by:**	OON	**Date:**	5/17/2017
Project No.:	527.01	**Checked by:**	EDC	**Date:**	5/17/2017
Location:	Marana, Arizona	**Client:**	Town of Marana		
Description:	Marana Park Reservoir				

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	0.75 MG Welded Steel Reservoir	EA	1	$860,000	$860,000	
2	Site Piping	LS	1	$50,000	$50,000	
3	Electrical Instrumentation and Controls	LS	1	$30,000	$30,000	
	Subtotal				**$940,000**	
	Contingencies (20%)				$188,000	
	Design and Construction Management (15%)				$141,000	
	TOTAL PROJECT COSTS				**$1,269,000**	



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SANDERS ROAD
24" WATER MAIN
LAYOUT EXHIBIT

APRIL 14, 2017

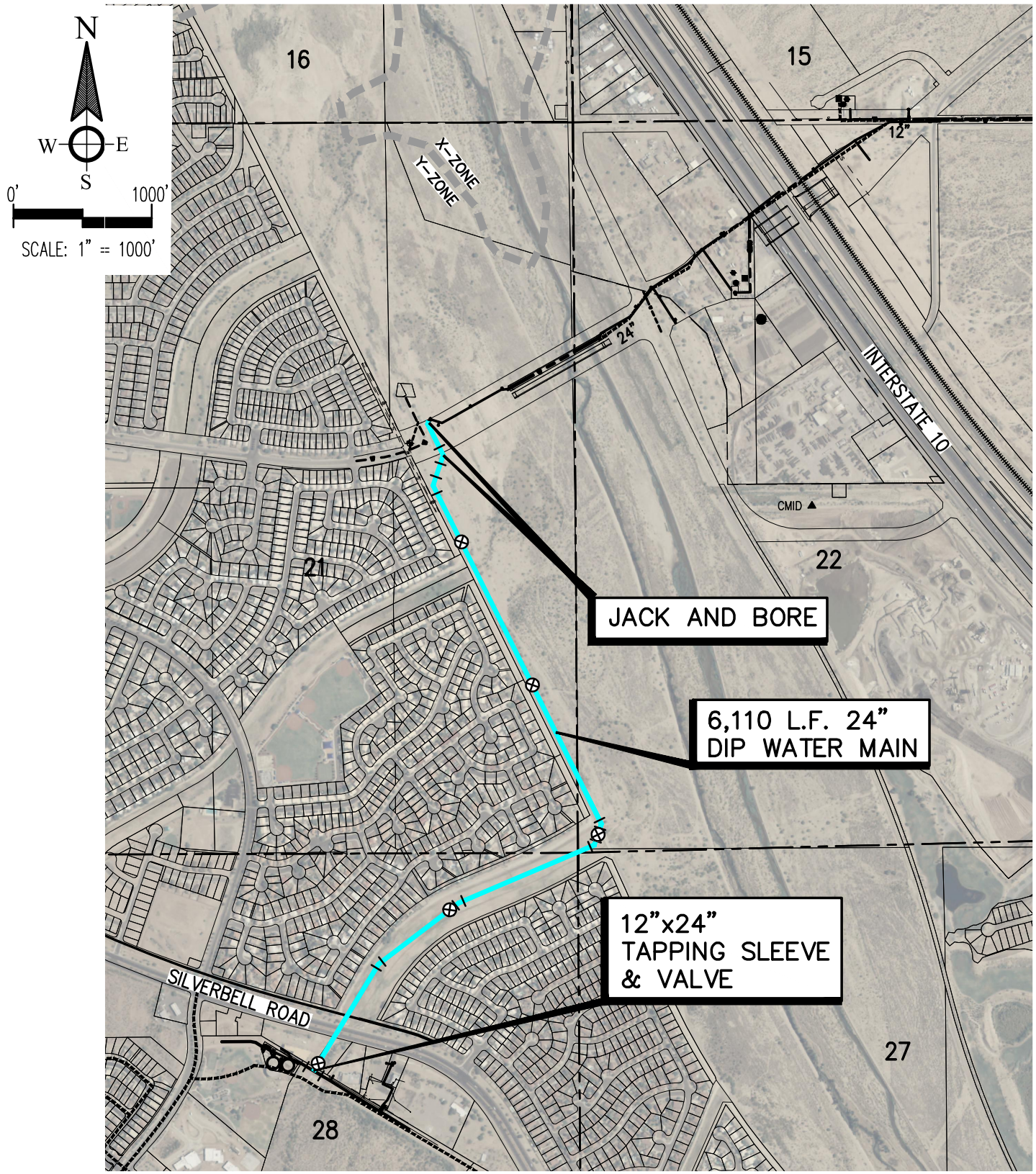
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Engineering and Environmental Consultants

Project Name:	Town of Marana 2017 Impact Fees	**Prepared by:**	OON	**Date:**	5/17/2017
Project No.:	527.101	**Checked by:**	EDC	**Date:**	5/17/2017
Location:	Marana, Arizona	**Client:**	Town of Marana		
Description:	Sanders Road 24" Water Main				

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	24" DIP Water Main	LF	8,920	$185	$1,650,200	
	Subtotal				**$1,650,200**	
	Contingencies (20%)				$330,040	
	Design and Construction Management (15%)				$247,530	
	TOTAL PROJECT COSTS				**$2,227,770**	



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24" TWIN PEAKS/ CONTINENTAL RESERVE INTERCONNECT

APRIL 14, 2017

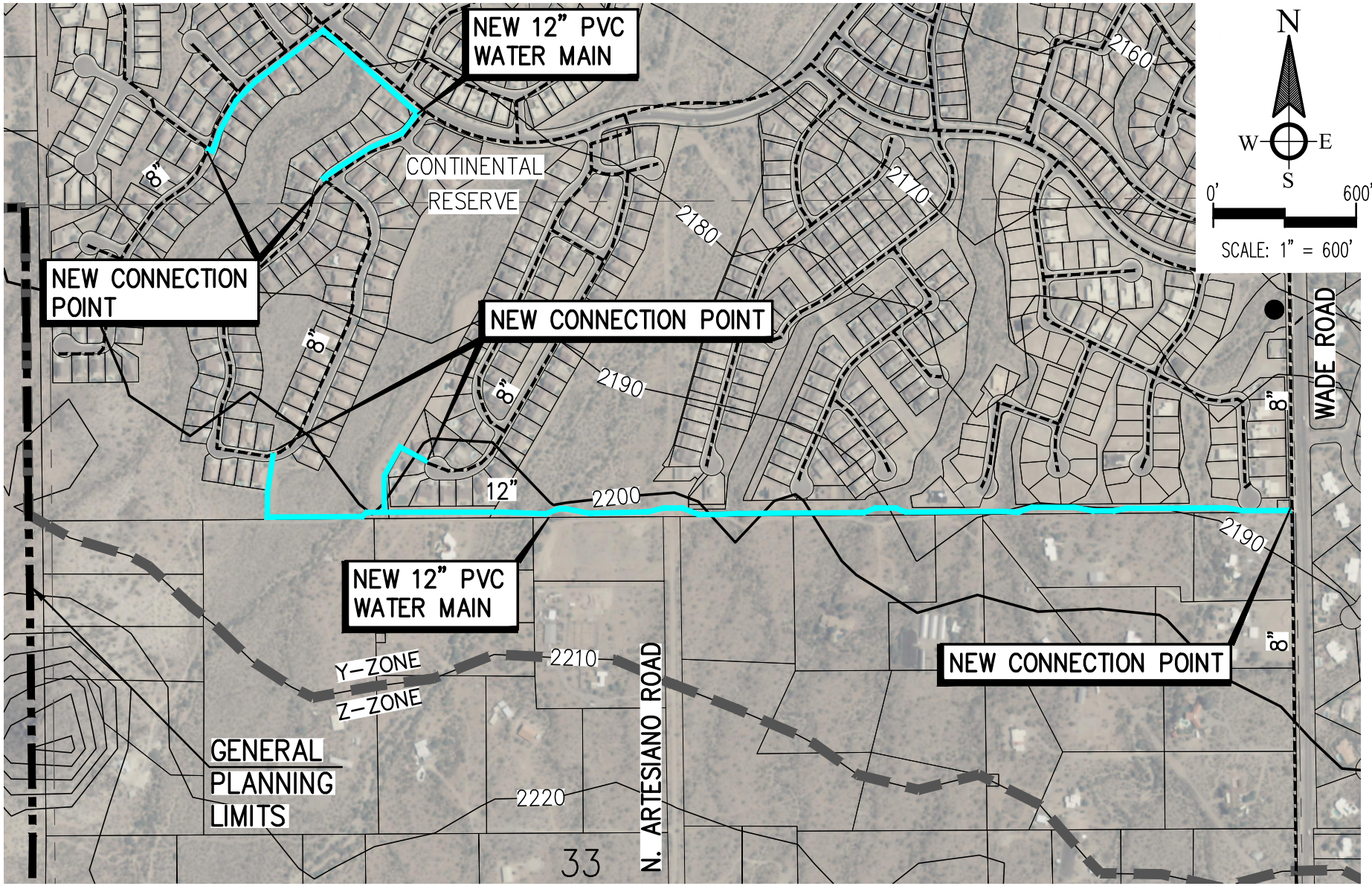
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Engineering and Environmental Consultants

Project Name:	Town of Marana 2017 Impact Fees	**Prepared by:**	OON	**Date:**	5/17/2017
Project No.:	527.101	**Checked by:**	EDC	**Date:**	5/17/2017
Location:	Twin Peaks Blvd to Silverbell Rd.	**Client:**	Town of Marana		
Description:	Twin Peaks/Continental Reserve Interconnect				

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	General Conditions	LS	1	$20,000	$20,000	Mobilization and demobilization, construction management, survey, ect.
2	24" D.I.P Water Main with Restrained Joints	LF	6,110	$185	$1,130,350	
3	24" Valve, Box and Cover	EA	4	$13,000	$52,000	
4	2" Air Release Valve	EA	2	$1,500	$3,000	
5	Jack and Bore	LF	125	$650	$81,250	Beneath existing Twin Peaks Blvd.
	Subtotal				**$1,286,600**	
	Contingencies (20%)				$257,320	
	Design and Construction Management (15%)				$192,990	
	TOTAL PROJECT COSTS				**$1,736,910**	



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PICTURE ROCKS INTERCONNECT

APRIL 14, 2017

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Project Name: Town of Marana 2017 Impact Fees **Prepared by:** GGF **Date:** 5/23/2017

Project No.: 527.101 **Checked by:** RJA **Date:** 5/23/2017

Location: Marana, Arizona **Client:** Town of Marana

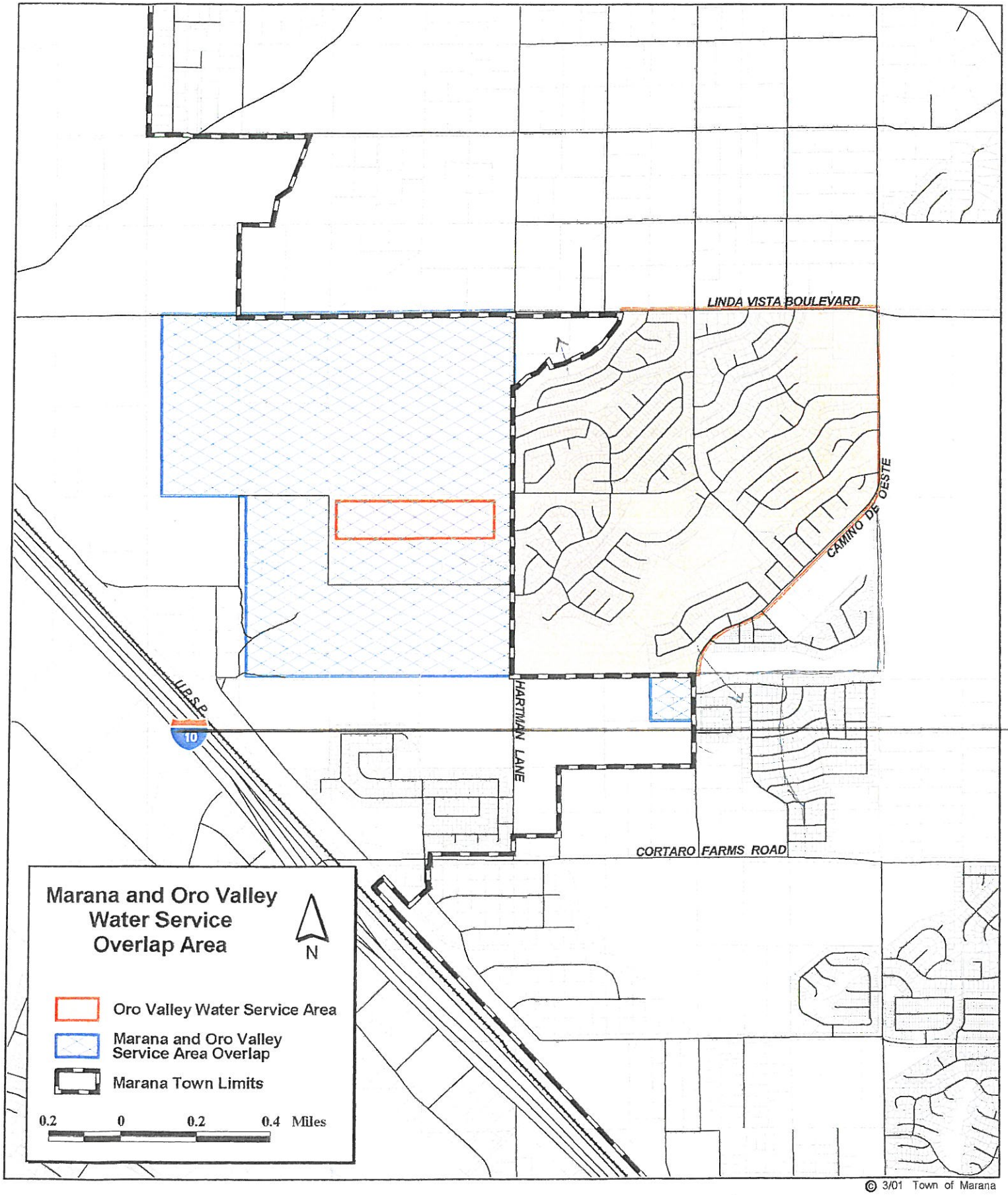
Description: Picture Rocks Interconnect

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch water main including valves, air release valves, and appurtanances - South Portion	LF	5,050	$95	$479,750	
2	12-inch water main including valves, air release valves, and appurtanances - North Portion	LF	1,850	$100	$185,000	
3	Tie-in to existing water main	EA	4	$4,500	$18,000	
4	Pavement and curb removal and replacement	LS	1	$2,000	$2,000	
5	Pavement removal and replacement	SY	825	$50	$41,250	
6	Mitigation Requirements	Ac	3.0	$90,000	$270,000	
	Subtotal				**$996,000**	
	Contingencies (20%)				$199,200	
	Design and Construction Management (15%)				$149,400	
	TOTAL PROJECT COSTS				**$1,344,600**	

APPENDIX B

Marana and Oro Valley Water Service Overlap Area

EXHIBIT A


LINDA VISTA BOULEVARD
CAMINO DE OESTE
HARTMAN LANE
CORTARO FARMS ROAD
U.P.R.R.
10
Marana and Oro Valley
Water Service
Overlap Area
N
Oro Valley Water Service Area
Marana and Oro Valley
Service Area Overlap
Marana Town Limits
0.2 0 0.2 0.4 Miles
© 3/01 Town of Marana

DRAFT
2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN
Town of Marana

Prepared for:

MARANA AZ
WATER

Town of Marana Water Department
5100 West Ina Road
Marana, Arizona 85743

Project Number: 527.100

June 2017



Expires 3/31/2018

WestLand Resources

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TABLE OF CONTENTS

1. INTRODUCTION 1
2. BENEFIT AREAS 1
3. LEVEL OF SERVICE 1
   3.1. Level of Service for Existing Customers 1
   3.2. Level of Service for Future Customers 2
4. 10-YEAR LAND USE ASSUMPTIONS 2
5. EXISTING CAPACITY REQUIREMENTS 3
   5.1. Treatment Capacity Requirements 4
   5.2. Collection System Capacity Requirements 4
6. PROJECTED CAPACITY REQUIREMENTS AND UTILIZATION OF EXISTING FACILITIES 6
   6.1. Treatment Capacity Requirements 6
   6.2. Collection System Capacity Requirements 6
7. CAPITAL IMPROVEMENTS 8
   7.1. Treatment: Existing Capacity and Upgrades 8
   7.2. Collection System Improvements 9
8. COST OF CAPITAL IMPROVEMENTS 9
   8.1. Marana WRF Debt Service 9
   8.2. Marana WRF 1.5 mgd Upgrade 10
   8.3. Improvements to Collection System 10
   8.4. Collection System Master Plan 11
   8.5. Total CIP 11
9. REFERENCES 11

TABLES

Table 1. Description of Benefit Areas 1
Table 2. Level of Service for Existing Customers by Benefit Area 2
Table 3. Projected Equivalent Dwelling Units by Development Area 2
Table 4. 10-year Projected Growth by Benefit Area 3
Table 5. Projected Annual Growth for Each Benefit Area 3
Table 6. Existing Sewer Flows by Sewer Basin and Benefit Area 4
Table 7. Collection System Capacity for Existing Units 5
Table 8. Projected Sewer Flows by Sewer Basin and Benefit Area 6
Table 9. Collection System Capacity for Projected Units 7
Table 10. Existing Capacity and Proposed Capital Facilities for Marana WRF 8
Table 11. Proposed Capital Facilities for Collection System 9
Table 12. Debt Service for Acquisition of the Marana WRF 10
Table 13. Debt Service for Marana WRF 1.5 mgd Upgrade 10
Table 14. Costs for Improvements to the Collection System 11
Table 15. Total CIP Costs 11

FIGURES

(*follow text*)

Figure 1. Marana DMA Area
Figure 2. Sewer Basins and Sewer Benefit Areas
Figure 3. Development Areas
Figure 4. Sewer Collection System Analysis
Figure 5. Capital Improvements: Clark Farms Blvd. Flow Split
Figure 6. Capital Improvements: Marana/Sanders 21-inch Gravity Main

APPENDICES

Appendix A. Opinions of Probable Construction Cost

1. INTRODUCTION

The Town of Marana (Town) is the Designated Management Agency providing wastewater service for the Designated Management Area (DMA) area shown in **Figure 1**. Currently the Town operates the Marana Water Reclamation Facility (WRF), which serves approximately 2,778 connections (March 2017). The Town also operates a collection system comprising approximately 50 miles of gravity sewer, 1.25 miles of pressure sewer (force main), the Rillito Vista Lift Station, and the Saguaro Bloom Sewer Lift Station.

The purpose of the infrastructure improvement plan (IIP) is to determine the capital improvements required to meet the demands associated with the next 10 years of growth, and to estimate the costs of those improvements and acquisitions.

2. BENEFIT AREAS

Benefit Areas are areas that derive benefit from unused existing capacity or proposed capacity improvements to the collection and treatment systems. **Figure 2** shows the two benefit areas referenced in this report. The benefit areas are combinations of one or more sewer basins, where the sewer basins are designed to account for natural and man-made barriers and to account for the collection system topology. **Table 1** contains a description of the benefit areas.

Table 1. Description of Benefit Areas

Benefit Area	Sewer Basins	Treatment/Disposal
Northwest Benefit Area	6, 7, 8, 11	Marana WRF
Southeast Benefit Area	12, 18, 19	Marana WRF

The Northwest and Southeast benefit areas are tributary to the Marana WRF, but are separated because each requires different collection system improvements.

3. LEVEL OF SERVICE

This section describes the level of service of the treatment and collection systems for each of the benefit areas, and for existing customers and future development.

3.1. LEVEL OF SERVICE FOR EXISTING CUSTOMERS

The Town provides sewer collection, purification, and disinfection of treated wastewater. The Marana WRF is designed to treat to Class A+ reclaimed water as defined by the Arizona Department of Environmental Quality (ADEQ), and treated water can be reused, recharged, or discharged to a tributary of the Santa Cruz River. The treatment system is designed to treat the average dry-weather flow (ADWF).

The collection system for both benefit areas is designed to carry peak wet-weather flow (PWWF). **Table 2** shows the level of service for each benefit area.

Table 2. Level of Service for Existing Customers by Benefit Area

Benefit Area	Treatment	Collection System
Northwest Benefit Area	Treatment plant designed for Class A+ reclaimed effluent and for ADWF	Capacity greater than PWWF
Southeast Benefit Area		

3.2. Level of Service for Future Customers

The level of service for future customers, in terms of wastewater system engineering design criteria, will be the same as described in **Table 2** for existing customers.

4. 10-YEAR LAND USE ASSUMPTIONS

The Town provided land use assumptions for the 10-year study period (Schladweiler 2017). The 10-year study period runs from 2018 through 2027. **Figure 3** shows each development area and **Table 3** shows the number of dwelling units projected over the next 10 years, the area of commercial development projected over the next ten years, and the number of Equivalent Dwelling Units (EDUs) projected for the next ten years for each development area. An EDU represents the wastewater generated by one single-family dwelling unit or one-quarter acre of commercial area. In this IIP, "commercial" represents any non-residential wastewater source, such as retail, offices, industrial, government, or schools.

The last two columns of **Table 3** show the sewer basin(s) and benefit area associated with each development.

Table 3. Projected Equivalent Dwelling Units by Development Area

Development Area	Dwelling Units	Commercial Acres	EDUs	Sewer Basin(s)	Benefit Area
Barrios de Marana	0	4	16	6	Northwest
Cypress Gardens	165	0	165	6	Northwest
Fianchetto Farms	103	0	103	6	Northwest
Gladden Farms	527	14	583	11	Northwest
Gladden Farms II	211	0	211	11	Northwest
Marana Main St.	0	14	56	6	Northwest
Marana Mercantile	0	12	48	6	Northwest
Rancho Marana Town Center	0	5	20	6	Northwest
Saguaro Bloom	1,229	0	1,229	18	Southeast
San Lucas	24	0	24	8	Northwest
Sanders Grove	113	0	113	6	Northwest
Tangerine Commerce Park	0	45	180	12, 19	Southeast

Development Area	Dwelling Units	Commercial Acres	EDUs	Sewer Basin(s)	Benefit Area
The Villages of Tortolita	293	0	293	7	Northwest
Uptown at Marana	0	6	24	6	Northwest
Vanderbilt Farms	391	0	391	12	Southeast
Whitney Farms	12	0	12	11	Northwest
Total	**3,068**	**100**	**3,468**		

Table 4 shows the 10-year projected growth in EDUs for each of the benefit areas.

Table 4. 10-year Projected Growth by Benefit Area

Benefit Area	Projected Growth (EDU)
Northwest Benefit Area	1,737
Southeast Benefit Area	1,731

Table 5 shows the projected annual growth in EDUs for each benefit area. The annual growth is based on the number of existing units and 5- and 10-year projections provided by the Town (Schladweiler 2017). The growth rate for intermediate years was estimated using a quadratic curve passing through three years: existing EDUs, 5-year projected EDUs, and 10-year projected EDUs.

Table 5. Projected Annual Growth for Each Benefit Area

Development Area	EDUs by Benefit Area		Total EDUs
	Northwest	Southeast	
2018	115	143	258
2019	128	150	278
2020	141	156	297
2021	154	163	317
2022	167	170	337
2023	180	176	356
2024	193	183	376
2025	206	190	396
2026	219	196	415
2027	234	204	438

5. EXISTING CAPACITY REQUIREMENTS

The following assumptions are used to calculate the flows generated from each EDU.

- Each EDU represents 2.7 persons per dwelling unit (ppdu) of equivalent population.
- Each EDU produces 187.2 gallons per day (gpd). ADEQ requires that the treatment plant and collection system have sufficient capacity to support 187.2 gpd for each EDU.

- The peak dry-weather flow (PDWF) is based on the equivalent population upstream of the point of interest, and is equal to the ADWF times a peaking factor. The peaking factor is from the R18-9-E301(D)(b)(i) of the Arizona Administrative Code.
- The peak wet-weather flow (PWWF) is equal to PDWF + inflow and infiltration (I/I). Where I/I is assumed to be 10 percent of the PDWF.

The treatment system must be able to treat ADWF and the collection system must be capable of handling PWWF.

5.1. Treatment Capacity Requirements

Table 6 shows the existing EDUs and the ADWF based on the assumptions listed above for each sewer basin.

Table 6. Existing Sewer Flows by Sewer Basin and Benefit Area

Benefit Area	Sewer Basin	Existing (EDU)	Existing ADWF (mgd)
Northwest	6	352	0.066
	8	760	0.142
	11	1,835	0.344
Southeast	18	381	0.071
	19	60	0.011
Total		**3,388**	**0.634**

Sewer basins in the Northwest and Southeast benefit areas are tributary to the Marana WRF. The total existing ADWF to the Marana WRF, based on 3,388 EDUs, is 0.634 million gallons per day (mgd). The Marana WRF capacity is currently limited to 0.5 mgd because of the secondary treatment Biolac system. There is no excess capacity in the existing treatment system; however, the 3.5 mgd sand filter and ultraviolet disinfection system have 2.85 mgd of excess capacity, which can be used once the secondary treatment system is replaced with the 1.5 mgd secondary treatment system now being constructed.

5.2. Collection System Capacity Requirements

Figure 4 shows the collection system that is tributary to the Marana WRF. The main lines of the collection system are divided into 11 branches (A through K). Each branch is divided into one or more segments to aid in the analysis of the collection system. The segment name is the same as the collection point just upstream of the segment.

Table 7 shows the existing EDUs, the existing capacity, the calculated PWWF, and the excess capacity for each segment of each branch of the collection system. The existing capacity is equal to the minimum pipe capacity within the segment, where the pipe capacity was calculated using Manning's equation for a full pipe, based on the pipe diameter and slope, and with a roughness coefficient, n, equal to 0.013 (Chow 1959). Where noted, flows from the force main are calculated separately using

a dynamic model and based on the lift station pumping rate. The dynamic model predicts an attenuated flow at points along the segment, and is used until the attenuated flow is equal to the PWWF.

Table 7. Collection System Capacity for Existing Units

Branch	Segment	EDU	Existing Capacity (mgd)	PWWF (mgd)	Excess Capacity (mgd)
A	A-1	760	1.52	0.34	1.18
B	B-1	60	1.13	0.49[1]	0.64
	B-2	60	1.08	0.44[1]	0.64
	B-3	60	1.13	0.38[1]	0.75
	B-4	441	2.26	0.21	2.05
	B-5	456	2.67	0.22	2.45
C	C-1	0	0.73	0.00	0.73
	C-2	0	1.00	0.00	1.00
	C-3	0	1.00	0.00	1.00
	C-4	316	1.56	0.16	1.40
	C-5	367	1.57	0.18	1.39
	C-6	1,120	1.02	0.48	0.54
	C-7	1,323	1.32	0.56	0.76
	C-8	1,323	1.66	0.56	1.10
D	D-1	1,323	1.01	0.56	0.45
	D-2	1,334	1.00	0.56	0.44
	D-3	1,334	1.00	0.56	0.44
	D-4	1,513	1.70	0.63	1.07
E	E-1	481	0.80	0.23	0.57
	E-2	481	1.01	0.23	0.78
	E-3	729	1.06	0.33	0.73
	E-4	780	1.03	0.35	0.68
	E-5	807	0.63	0.36	0.27
F	F-1	1,567	1.73	0.65	1.08
	F-2	1,567	1.73	0.65	1.08
G	G-1	0	2.58	0.00	2.58
H	H-1	0	1.63	0.00	1.63
	H-2	167	1.19	0.09	1.10
I	I-1	167	1.26	0.09	1.17
	I-2	307	1.57	0.15	1.42
	I-3	307	1.54	0.15	1.39
J	J-1	1,820	1.74	0.74	1.00
	J-2	1,821	1.73	0.74	0.99
K	K-1	3,388	2.38	1.30	1.08
	K-2	3,388	2.71	1.30	1.41

[1] PWWF Calculated using dynamic model to account for force main attenuation.

6. PROJECTED CAPACITY REQUIREMENTS AND UTILIZATION OF EXISTING FACILITIES

This section includes the projected capacity requirements based on the 10-year projected growth, and the utilization of existing infrastructure for the treatment and collection systems. As described in **Section 3**, the treatment system capacity must be greater than ADWF, and the collection system is designed for the PWWF.

6.1. TREATMENT CAPACITY REQUIREMENTS

Table 8 shows the projected ADWF for the year 2027 for each sewer basin and benefit area. The Marana WRF treats flows from the Northwest and Southeast benefit areas, and is projected to receive an ADWF of 1.283 mgd of flow in 2027. This exceeds the capacity of the existing Marana WRF, but is within the capacity of the 1.5 mgd Marana WRF upgrade currently being constructed.

Table 8. Projected Sewer Flows by Sewer Basin and Benefit Area

Benefit Area	Sewer Basin	Existing (EDU)	Projected Growth (EDU)	2027 (EDU)	Projected ADWF (mgd)
Northwest	6	352	442	794	0.877
	7	0	293	293	0.149
	8	760	24	784	0.055
	11	1,835	978	2,813	0.147
Southeast	12	0	412	412	0.077
	18	381	1,229	1,610	0.301
	19	60	90	150	0.028
Total		**3,388**	**3,468**	**6,856**	**1.283**

6.2. COLLECTION SYSTEM CAPACITY REQUIREMENTS

Figure 4 shows the gravity collection system tributary to the Marana WRF. For analysis, the main lines have been divided into eleven main branches (A through K), with each branch divided into one or more segments.

Table 9 below shows the projected PWWF, existing capacity, and excess capacity for each segment. The existing capacity is equal to the minimum pipe capacity within the segment, where the pipe capacity was calculated using Manning's equation for a full pipe, based on the pipe diameter and slope, and with a roughness coefficient, n, equal to 0.013 (Chow 1959). Where noted, flows from the force main are calculated separately using a dynamic model and based on the lift station pumping rate. The dynamic model predicts an attenuated flow at points along the segment, and is used until the attenuated flow is equal to the PWWF. Values in the Excess Capacity column shown in red font and surrounded by parentheses indicate a negative excess capacity or a projected deficiency.

Table 9. Collection System Capacity for Projected Units

Branch	Segment	EDU	Existing Capacity (mgd)	PWWF (mgd)	Excess Capacity (mgd)
A	A-1	1,077	1.52	0.47	1.05
B	B-1	60	1.13	1.04[1]	0.09
	B-2	150	1.08	1.05[1]	0.03
	B-3	240	1.13	1.07[1]	0.06
	B-4	1,850	2.26	0.75	1.51
	B-5	2,256	2.67	0.90	1.77
C	C-1	211	0.73	0.11	0.62
	C-2	211	1.00	0.11	0.89
	C-3	267	1.00	0.14	0.86
	C-4	847	1.56	0.38	1.18
	C-5	1,162	1.57	0.50	1.07
	C-6	1,915	1.02	0.78	0.24
	C-7	2,117	1.32	0.85	0.47
	C-8	2,117	1.66	0.85	0.81
D	D-1	2,117	1.01	0.85	0.16
	D-2	2,231	1.00	0.89	0.11
	D-3	2,231	1.00	0.89	0.11
	D-4	2,422	1.70	0.96	0.74
E	E-1	2,281	0.80	0.91	(0.11)
	E-2	2,446	1.01	0.97	0.04
	E-3	2,714	1.06	1.06	(0.00)
	E-4	2,781	1.03	1.09	(0.06)
	E-5	2,864	0.63	1.12	(0.49)
F	F-1	3,989	1.73	1.51	0.22
	F-2	4,013	1.73	1.52	0.21
G	G-1	0	2.58	0.00	2.58
H	H-1	0	1.63	0.00	1.63
	H-2	167	1.19	0.09	1.10
I	I-1	167	1.26	0.09	1.17
	I-2	307	1.57	0.15	1.42
	I-3	307	1.54	0.15	1.39
J	J-1	2,729	1.74	1.07	0.67
	J-2	2,730	1.73	1.07	0.66
K	K-1	6,856	2.38	2.48	(0.10)
	K-2	6,856	2.71	2.48	0.23

[1] PWWF Calculated using dynamic model to account for force main attenuation.

Deficiencies in the existing collection system are projected for Segments E-1, E-3, E-4, and E-5 of Branch E and for Segment K-1 of Branch K.

7. CAPITAL IMPROVEMENTS

Capital projects for the treatment and collection systems are required to eliminate the projected deficiencies presented in **Section 6**. The following sections describe the capital projects required to eliminate these deficiencies.

7.1. TREATMENT: EXISTING CAPACITY AND UPGRADES

The Biolac (secondary treatment), headworks, and biosolids handling facilities limit the existing Marana WRF to 0.5 mgd; however, the existing tertiary filters and ultraviolet disinfection system each have a capacity of 3.5 mgd. The existing Marana WRF also has a combination of land and agreements with neighboring land owners for the setbacks required for a 4.5 mgd or larger treatment facility.

The Town is currently in the construction phase of improvements to the existing Marana WRF to increase the plant's capacity to 1.5 mgd. The improvements include replacing the existing headworks, replacing the existing Biolac secondary treatment system with a 1.5 mgd activated sludge treatment system, and upgrades to the biosolids handling system. The existing facility has excess tertiary filtration and disinfection capacity, and the land required for all of the improvements and setbacks.

Table 10 shows the affected benefit areas, the existing components and proposed capital projects, and the number of affected EDUs.

Table 10. Existing Capacity and Proposed Capital Facilities for Marana WRF

Affected Benefit Areas	Level of Service	Capital Facilities	Projected Affected EDUs
Northwest and Southeast	Treat ADWF (see **Section 3**)	Existing Marana WRF facilities with excess capacity including existing tertiary filtration system, existing ultraviolet disinfection system, land required for proposed upgrades, and land and agreements required for setbacks.	3,468
		Proposed 1.5 mgd secondary treatment system, replacement headworks to increase capacity, new biosolids handling facilities to increase biosolids handling capacity.	

7.2. COLLECTION SYSTEM IMPROVEMENTS

Table 11 shows the capital projects required to meet the projected deficiencies in the collection system tributary to the Marana WRF. **Figures 5** and **6** show the location of the proposed capital improvements to the collection system.

Table 11. Proposed Capital Facilities for Collection System

Affected Benefit Areas	Capital Facilities	Projected Affected EDUs	Level of Service
Southeast	Clark Farms Flow Split (**Figure 5**). Modifications to the collection system along Clark Farms Blvd to split incoming flows between Clark Farms Blvd. and Sandario Road. Modifications include replacing exiting weir at Clark Farms Blvd. and Sandario with control structure, and connecting the Clark Farms sewer across Tangerine Farms Rd.	1,731	PWWF (see **Section 3**)
Northwest and Southeast	Marana/Sanders 21-inch Gravity Main (**Figure 6**). Replace 90 feet of 18-inch gravity main with 21-inch gravity main. Conveyance system master plan	3,468	

8. COST OF CAPITAL IMPROVEMENTS

The projected capital improvement costs have four components:

1) One-half of the Marana WRF debt service
2) One-half of the debt service for the 1.5 mgd upgrade to the Marana WRF
3) Improvements to the collection system
4) Conveyance system master plan

8.1. MARANA WRF DEBT SERVICE

The Marana WRF and designated management area was acquired from Pima County to assist the Town in meeting its renewable water resource demands. Existing customers have already paid for capacity in the plant, and future customers will pay for unused existing capacity. Since the Marana WRF was acquired primarily for water resource recovery, future water customers will pay for one-half of the cost of the acquisition debt service, and future sewer customers will pay for one-half of the acquisition debt service. **Table 10** below shows the plant acquisition debt service and the portion of the acquisition debt service devoted to new sewer customers over the next ten years.

Table 12. Debt Service for Acquisition of the Marana WRF

Year	Plant Acquisition Debt Service	Portion of Plant Acquisition Debt Service Devoted to New Sewer Customers
2018	$1,809,925	$904,963
2019	$1,809,925	$904,963
2020	$1,810,550	$905,275
2021	$1,807,150	$903,575
2022	$1,812,350	$906,175
2023	$1,810,750	$905,375
2024	$1,806,750	$903,375
2025	$1,810,250	$905,125
2026	$1,810,750	$905,375
2027	$1,808,250	$904,125
Total	**$18,096,650**	**$9,048,326**

8.2. MARANA WRF 1.5 MGD UPGRADE

Table 13 shows the debt service for the 1.5 mgd upgrade to the Marana WRF. New sewer customers will be responsible for one-half the debt service.

Table 13. Debt Service for Marana WRF 1.5 mgd Upgrade

Year	Plant Upgrade Debt Service	Portion of Plant Upgrade Debt Service Devoted to New Sewer Customers
2018	$815,091	$407,546
2019	$680,819	$340,409
2020	$680,819	$340,409
2021	$680,819	$340,409
2022	$680,819	$340,409
2023	$680,819	$340,409
2024	$680,819	$340,409
2025	$680,819	$340,409
2026	$680,819	$340,409
2027	$680,819	$340,409
Total	**$6,942,462.00**	**$3,471,227**

8.3. IMPROVEMENTS TO COLLECTION SYSTEM

Table 14 shows the costs for improvements to the collection system. **Appendix A** contains cost opinions for each of the improvements.

Table 14. Costs for Improvements to the Collection System

Year	Marana/Sanders 21-inch Gravity Main	Clark Farms Flow Split	Total Collection System Improvements
2021		$465,750	$465,750
2025	$248,400		$248,400
Total	**$248,400**	**$465,750**	**$714,150**

8.4. COLLECTION SYSTEM MASTER PLAN

A collection system master plan will be completed in 2018 at an estimated cost of $70,000. Master planning is performed periodically to plan for future growth.

8.5. TOTAL CIP

Table 15 shows the total CIP based on the existing unused Marana WRF capacity, the 1.5 mgd upgrade to the Marana WRF, the collection system improvements, and the conveyance system master plan.

Table 15. Total CIP Costs

Period	Plant Acquisition Debt Service	Portion of Upgrade Debt Service	Collection System Improvements	Collection System Master Plan	Total
2018	$904,963	$407,546		$70,000	$1,382,509
2019	$904,963	$340,409			$1,245,372
2020	$905,275	$340,409			$1,245,684
2021	$903,575	$340,409	$465,750		$1,709,734
2022	$906,175	$340,409			$1,246,584
2023	$905,375	$340,409			$1,245,784
2024	$903,375	$340,409			$1,243,784
2025	$905,125	$340,409	$248,400		$1,493,934
2026	$905,375	$340,409			$1,245,784
2027	$904,125	$340,409			$1,244,534
Total	**$9,048,326**	**$3,471,227**	**$714,150**	**$70,000**	**$13,303,703**

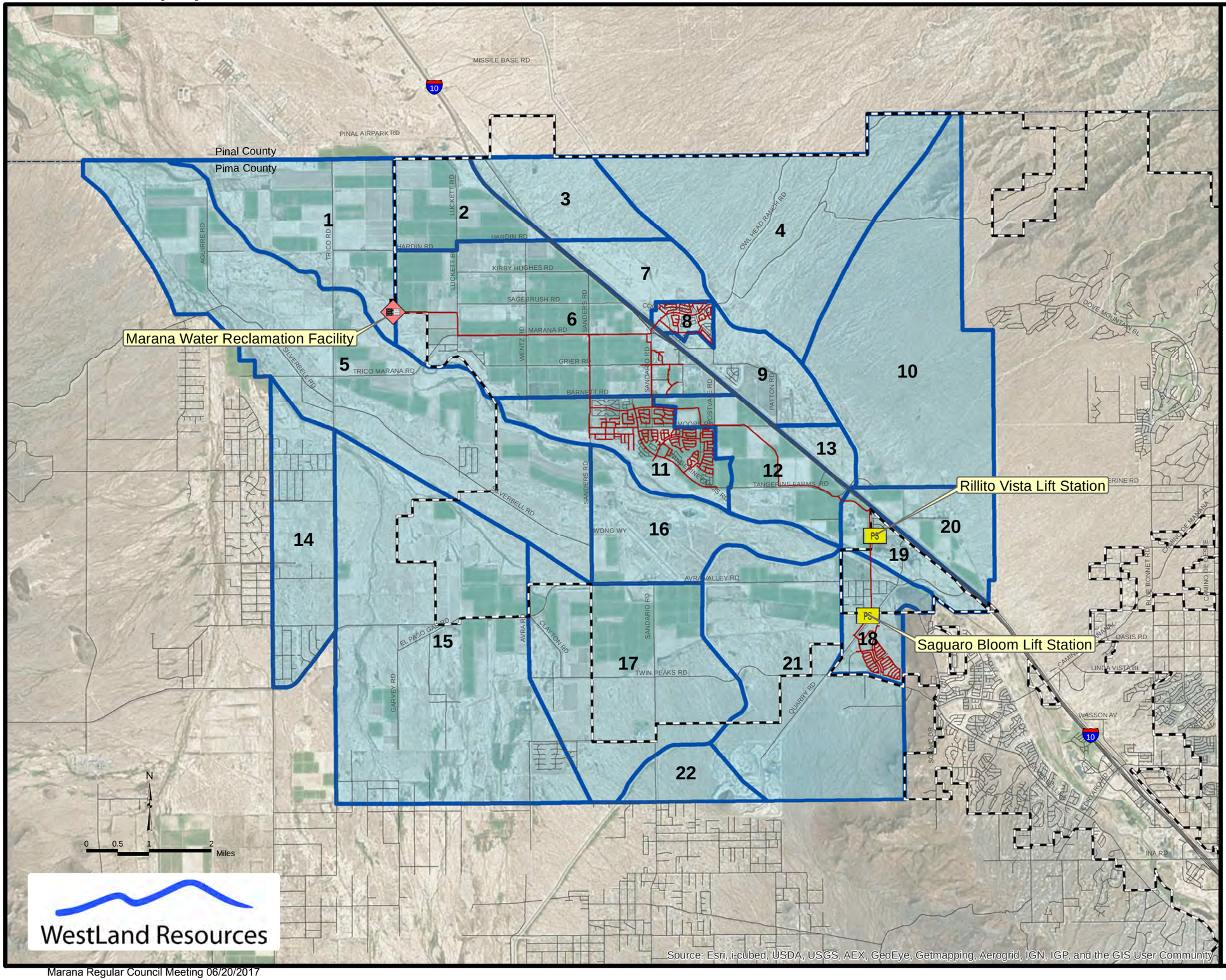
9. REFERENCES

Schladweiler, Scott. 2017. Email: Infrastructure Improvement Plans. Attachment: 5-10 year projections 12_13_16.xlsx. To: Erik Christenson, WestLand Resources, Inc. February 22, 2017.

Chow, Ven Te. 1959. *Open-channel Hydraulics*. McGraw-Hill Book Company, New York.

FIGURES

M:\Jobs\500's\527.100\ENG\MXD\Figures\Figure 1 Sewer Basins & DMA.mxd



Legend

- Marana Town Limits
- Pima/Pinal County Line
- Marana DMA
- 1 Sewer Basin Boundaries
- Sewer Basin Number

Wastewater Facilities

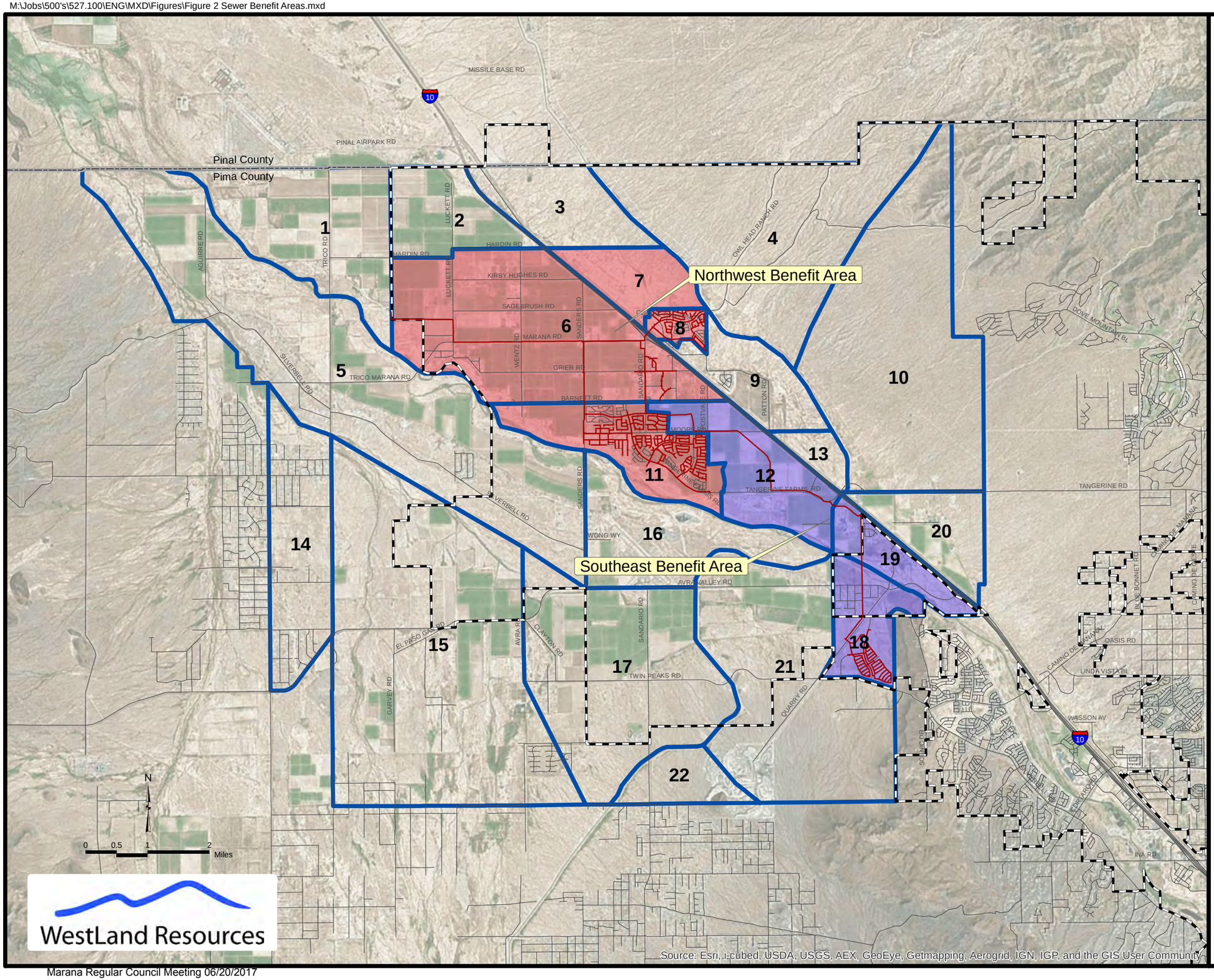
- Marana WRF
- PS Rillito Vista WRF
- PS Saguaro Bloom Lift Station
- Existing Sewers

MARANA AZ
WATER

2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 1
Marana DMA and Sewer Basins

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Legend

- Existing Sewers
- Marana Town Limits
- Pima/Pinal County Line

Benefit Area

- Northwest
- Southeast
- 1 Sewer Basin Boundaries
- Sewer Basin Number

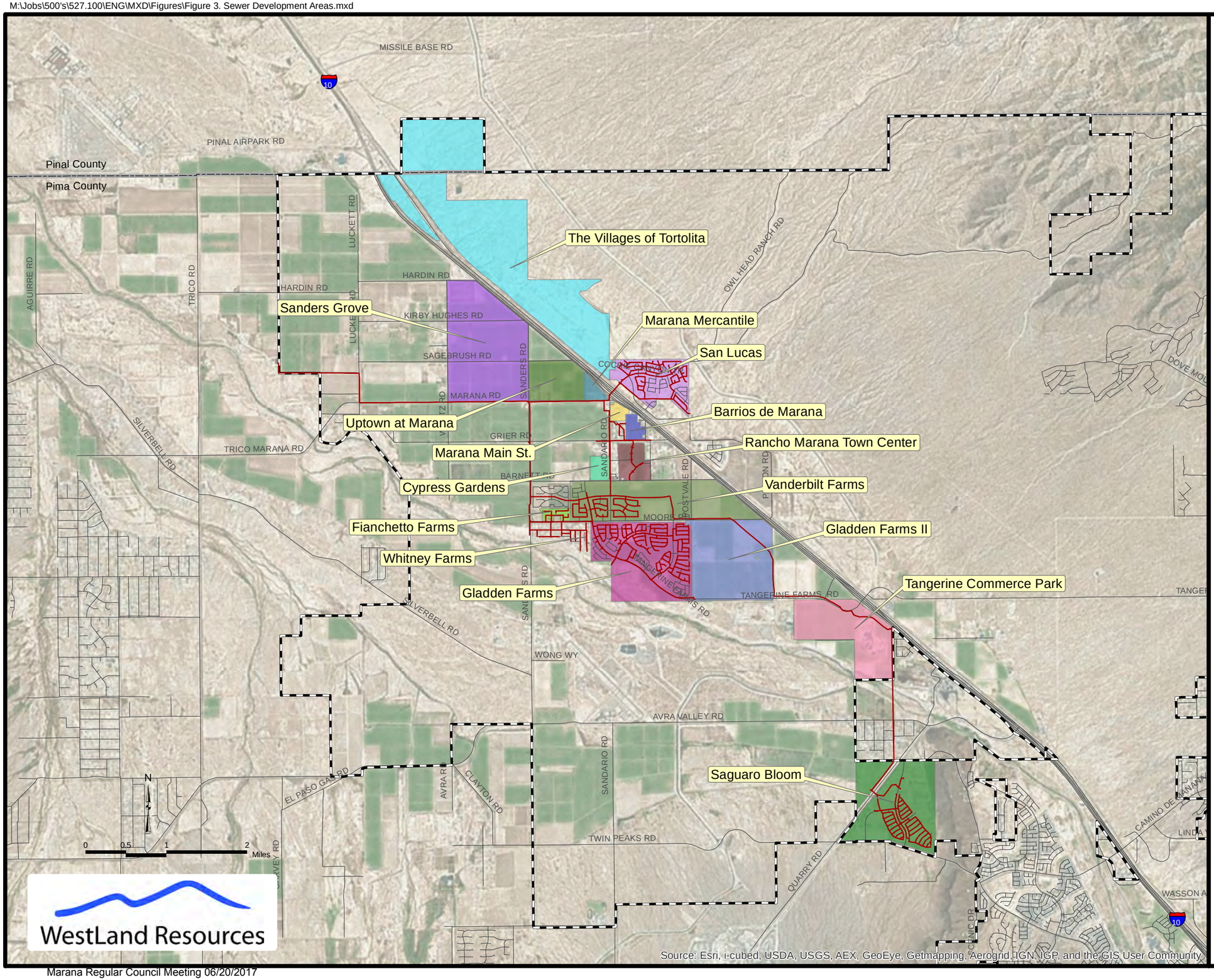
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MARANA AZ
WATER

2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 2
Sewer Benefit Areas

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WestLand Resources

Legend

- Existing Sewers
- Marana Town Limits
- Pima/Pinal County Line

Development Areas

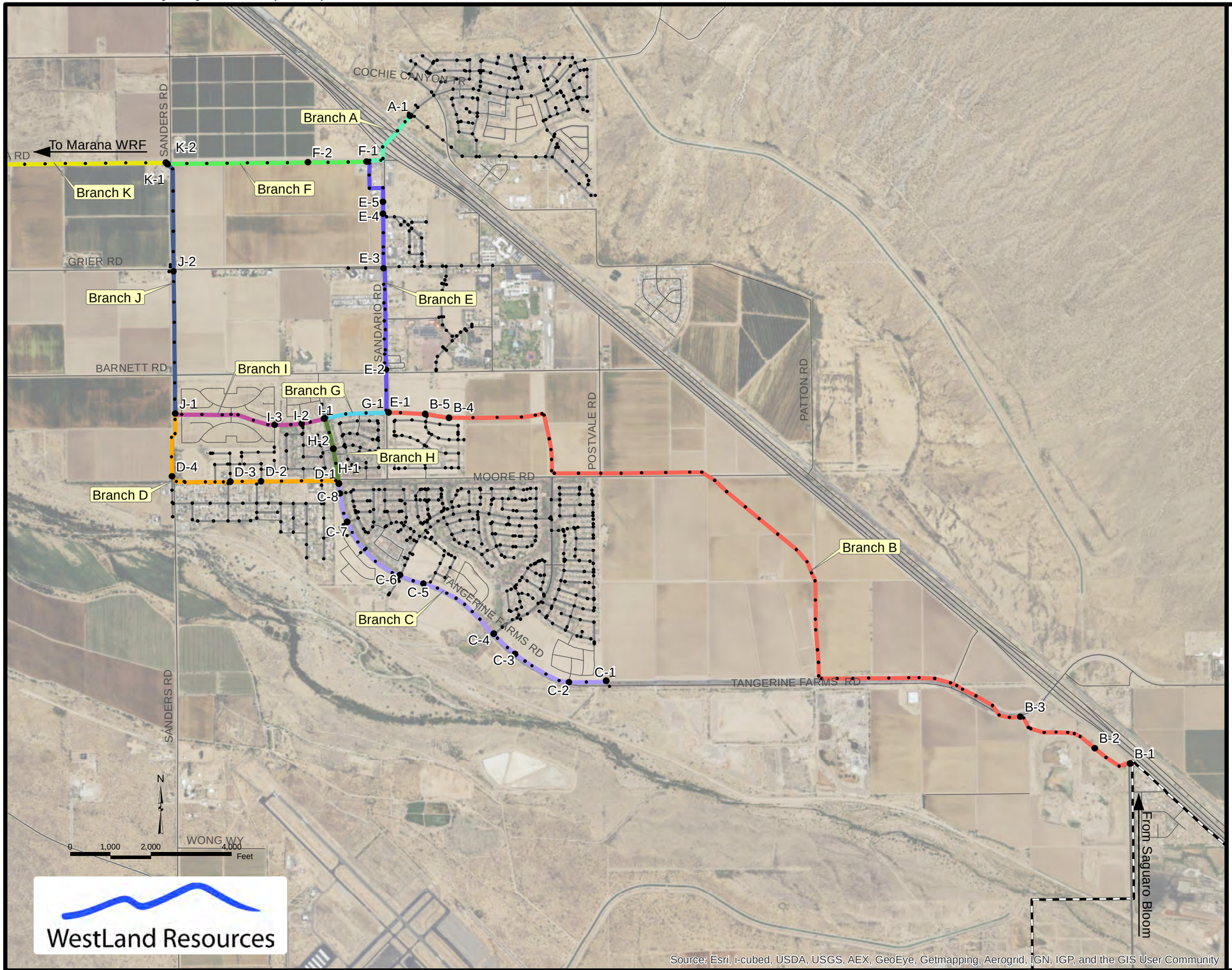
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- Cypress Gardens
- Fianchetto Farms
- Gladden Farms
- Gladden Farms II
- Marana Main St.
- Marana Mercantile
- Rancho Marana Town Center
- Saguaro Bloom
- San Lucas
- Sanders Grove
- Tangerine Commerce Park
- The Villages of Tortolita
- Uptown at Marana
- Vanderbilt Farms
- Whitney Farms

MARANA AZ
WATER

2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 3
Development Areas

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Legend

- Marana Town Limits
- Pima/Pinal County Line
- Manholes
- Collection Points
- Sewer Lines

Sewer Main Lines

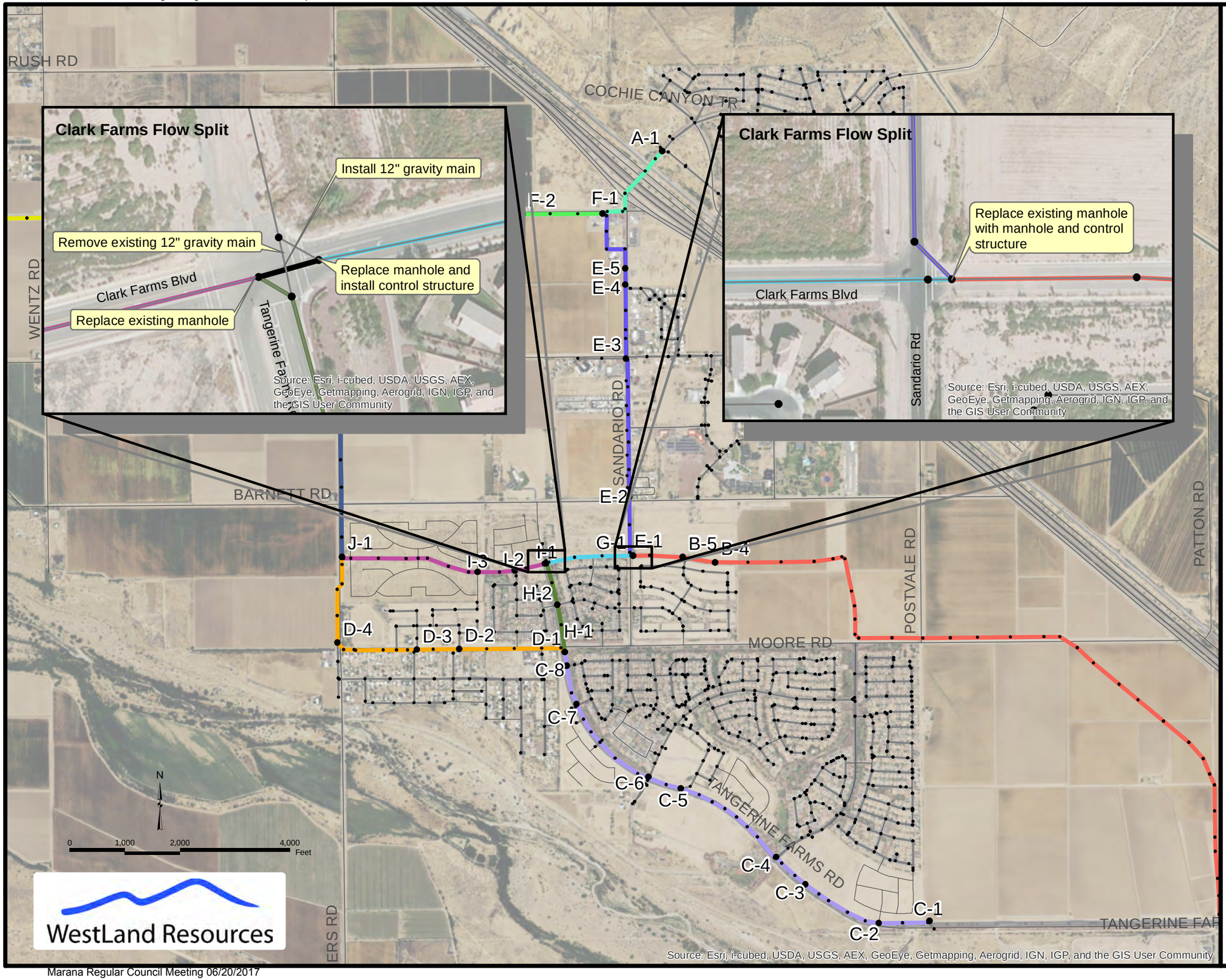
- Branch A
- Branch B
- Branch C
- Branch D
- Branch E
- Branch F
- Branch G
- Branch H
- Branch I
- Branch J
- Branch K

WestLand Resources

MARANA AZ
WATER

2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 4
Sewer Collection System Analysis



Legend

- Marana Town Limits
- Pima/Pinal County Line
- Manholes
- Collection Points
- Sewer Lines

Sewer Main Lines

- Branch A
- Branch B
- Branch C
- Branch D
- Branch E
- Branch F
- Branch G
- Branch H
- Branch I
- Branch J
- Branch K

MARANA AZ
WATER

2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 5

Capital Improvements:
Clark Farms Blvd. Flow Split

RUSH RD
COCHIE CANYON TR
SANDERS RD
To Marana WRF
MARANA RD
WENTZ RD
GRIER RD
BARNETT RD
PATTON RD
TANGERINE FARMS RD
TANGERINE FAR
ERS RD

A-1
K-2
K-1
F-2
F-1
E-5
E-4
J-2
J-1
I-3
I-2
I-1
H-2
H-1
D-4
D-3
D-2
D-1
C-8
C-7
C-6
C-5
C-4
C-3
C-2
C-1

Marana/Sanders 21" gravity main

Marana Rd
Replace existing manhole
Remove existing 18" gravity main and install 21" gravity main
Replace existing manhole
Sanders Rd

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

N
0 1,000 2,000 4,000 Feet

WestLand Resources

Source: Esri, i-cubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Legend

- Marana Town Limits
- Pima/Pinal County Line
- Manholes
- Collection Points
- Sewer Lines

Sewer Main Lines

- Branch A
- Branch B
- Branch C
- Branch D
- Branch E
- Branch F
- Branch G
- Branch H
- Branch I
- Branch J
- Branch K

MARANA AZ
WATER

2017 SEWER IMPACT FEE INFRASTRUCTURE IMPROVEMENT PLAN

Figure 6

Capital Improvements:
Marana/Sanders 21-inch Gravity Main

APPENDIX A

Opinions of Probable Construction Cost

WestLand Resources, Inc.

Engineering and Environmental Consultants

Project Name: Marana 2017 Impact Fee Study **Prepared by:** MDO **Date:** 5/12/2017

Project No.: 527.100 **Checked by:** RJA **Date:** 5/12/2017

Location: Marana, Arizona **Client:** Town of Marana

Description: Clark Farms Blvd. Flow Split

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	Remove existing 5' diameter manhole and replace with 5' diameter manhole with control structure	LS	1	$62,000	$62,000	Manhole at Sandario and Clark Farms Blvd.
2	Replace upstream manhole with 5' diameter manhole with control structure.	LS	1	$59,000	$59,000	Manhole at Clark Farms Blvd. on east side of Tangerine Farms Rd.
3	Replace downstream manhole with 5' diameter manhole.	LS	1	$57,000	$57,000	Manhole at Clark Farms Blvd. on east side of Tangerine Farms Rd.
4	Install new 12" diameter pipe. (Approximately 40 feet)	LS	1	$8,000	$8,000	
5	Flow Bypass	EA	2	$53,000	$106,000	
6	Paving Patches	LS	1	$53,000	$53,000	
	Subtotal				**$345,000**	
	Contingencies (20%)				$69,000	
	Design & Construction Management (15%)				$51,750	
	TOTAL PROJECT COSTS				**$465,750**	

WestLand Resources, Inc.

Engineering and Environmental Consultants

Project Name:	Marana 2017 Impact Fee Study	**Prepared by:**	MDO	**Date:**	5/12/2017
Project No.:	527.100	**Checked by:**	RJA	**Date:**	5/12/2017
Location:	Marana, Arizona	**Client:**	Town of Marana		
Description:	Marana/Sanders 21-inch Gravity Main				

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	Remove 5' diameter manhole and replace with 6' diameter manhole	EA	2	$37,000	$74,000	
2	Remove 18" diameter pipe and replace with 21" diameter pipe (90')	LS	1	$22,000	$22,000	
3	Prepare and patch road crossings for bypass piping.	LS	1	$18,000	$18,000	Installation, removal, and AC patch
4	Flow bypass	LS	1	$70,000	$70,000	
	Subtotal				**$184,000**	
	Contingencies (20%)				$36,800	
	Design & Construction Management (15%)				$27,600	
	TOTAL PROJECT COSTS				**$248,400**	

Council-Regular Meeting **C1**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Christopher Saunders, Communications Specialist

Date: June 20, 2017

Strategic Plan Focus Area:
Commerce, Community, Recreation

Strategic Plan Focus Area Additional Info:
The Commerce focus area of the strategic plan directs staff to seek partnerships with local industry to expand Marana's tourism outreach by allocating financial resource for marketing and partnership opportunities. The Community focus area adds marketing Marana as a destination for unique, family-friendly events. We find ways and opportunities to showcase Marana's achievements through Innovation, and the Recreation focus area guides us to pursue recreational and tourism development opportunities by partnering with public and private entities to promote Marana as a recreation destination.

Subject: Resolution No. 2017-052: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2017 El Tour 28-Mile event (Chris Saunders)

Discussion:

In October 2015, the Town entered into an agreement with Perimeter Bicycling Association of America, Inc. to provide financial support for the 2015 and 2016 El Tour de Tucson bicycling events. The proposed agreement on tonight's agenda provides that the Town will provide financial support of $15,000 to Perimeter as title sponsor for the 2017 El Tour 28-Mile Event, taking place on November 18, 2017. For this event, participants will begin their ride at the Marana Heritage River Park and join the primary El Tour route at Twin Peaks Road.

In addition to the 2017 event, this agreement also includes marketing and advertising opportunities for Marana through Perimeter Bicycling. Town marketing materials will appear in Tail Winds magazine, a quarterly publication, in the PBAA Journal, and at the El Tour Expo on Thursday, November 16 and Friday, November 17, 2017.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$15,000

These funds are allocated in the Parks and Recreation budget.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2017-052, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2017 El Tour 28-Mile event.

Attachments

Resolution No. 2017-052
Exhibit A to Resolution Agreement
Exhibit A to Agreement - Proposal

MARANA RESOLUTION NO. 2017-052

RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. REGARDING FINANCIAL SUPPORT FOR THE 2017 EL TOUR 28-MILE EVENT

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

WHEREAS Perimeter Bicycling Association of America, Inc. ("Perimeter") is a nonprofit corporation responsible for the promotion and production of the annual El Tour de Tucson cycling event, which raises money for nonprofit, charitable entities and brings economic impact to the local community; and

WHEREAS the Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 2017 El Tour 28-Mile cycling event; and

WHEREAS the Town Council finds that the agreement addressed by this resolution is in the best interests of the Town of Marana and its citizens.

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

SECTION 1. The agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. for the 2017 El Tour 28-Mile cycling event, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. FOR THE 2017 EL TOUR 28-MILE EVENT

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

RECITALS

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

B. Perimeter is a nonprofit corporation responsible for the promotion and production of the annual El Tour de Tucson cycling event, which raises money for nonprofit, charitable entities and brings economic impact to the local community.

C. The Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 2017 El Tour 28-Mile cycling event, taking place on Saturday, November 18, 2017.

D. The Town finds that the benefits to the Town resulting from Perimeter's promotion and production of the 2017 El Tour 28-Mile cycling event have a value at least equal to the fair market value of the financial support to be provided to Perimeter by the Town pursuant to this Agreement.

AGREEMENT

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

1. *Financial support to be provided by the Town.* Pursuant to the terms and conditions of this Agreement, including without limitation paragraph 18 (*Termination*) below, the Town shall provide financial support of $15,000 to Perimeter for the 2017 El Tour 28-Mile cycling event, payable on or before July 31, 2017.

2. *Event promotion by the Town.* In addition to the financial support provided pursuant to paragraph 1 above, the Town shall also promote the events through the Town's

media/communication outlets, as described in Perimeter's May 17, 2017 sponsorship proposal to the Town, attached hereto and incorporated herein by this reference as **Exhibit A**.

3. *Benefits to be provided to the Town.* In exchange for the financial support described in paragraph 1 above, Perimeter shall provide to the Town the benefits and services described in Exhibit A.

4. *Books; taxes.* Perimeter shall make available to the Town for inspection any books, ledgers or statements kept by Perimeter regarding activities conducted pursuant to this Agreement. Perimeter shall be liable for all taxes applicable to the proceeds received by Perimeter under this Agreement, if any.

5. *Effective date and duration.* This Agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until December 31, 2017, unless sooner terminated pursuant to paragraph 18 below. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 9 below shall survive termination of this Agreement.

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

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

8. *Insurance*. During the term of this Agreement, Perimeter shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general liability insurance policy for the purposes of Perimeter's activities in relation to the events covered by this Agreement:

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

a. Perimeter shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 8 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. Perimeter shall

also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

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

c. All policies required pursuant to this paragraph 8 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of Perimeter's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this paragraph 8.

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

e. The insurance requirements specified in this paragraph 8 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement Perimeter shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 8. Perimeter shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 8. Cancellation or reduction of any coverage required by this paragraph 8 is grounds for termination of this Agreement by the Town.

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

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

If to the Town, to:

TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

With a copy to:

TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to Perimeter, to:

PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC.
Attn: Media Director
2609 E. Broadway Boulevard
Tucson, Arizona 85716

Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices under this Agreement shall be deemed received upon actual receipt.

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

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

13. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

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

15. *Israel Boycott Divestments*. Perimeter certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393

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

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

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

19. *Termination.*

a. This Agreement shall be terminated without further action by the Parties if the 2017 El Tour de Tucson event, as described in Exhibit A, is cancelled for any reason. If the event is cancelled, Perimeter shall refund to the Town the $15,000 in financial support provided pursuant to paragraph 1 of this Agreement within 30 days of cancellation of the event.

b. This Agreement may be terminated without further liability on 30 days' prior written notice by either Party upon a default by the other Party of any covenant or term of this Agreement, which default is not cured within 30 days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such 30-day period and the defaulting party has started to cure the default within the 30-day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten days from receipt of written notice.

c. This Agreement may be terminated by mutual written agreement of the Parties.

20. *Miscellaneous.*

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

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

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

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____

Ed Honea, Mayor

Date:_____

ATTEST:

_____

Town Clerk Date

APPROVED AS TO FORM:

_____

Town Attorney Date

"Perimeter":

PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation

_____

Richard DeBernardis, President/CEO

Date_____

Federal I.D. # _____

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Richard DeBernardis, President/CEO of PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A: Perimeter's Sponsorship Proposal, dated May 17, 2017

Perimeter Bicycling

Association of America, Inc

invites

Town of Marana

as

Title Sponsor
of the
2017 El Tour 28-Mile Event

Ride Day,
Saturday, November 18, 2017

Prepared by:
Marilyn Hall, Media Director
2609 E. Broadway, Tucson, AZ
85716
Phone (520) 745-2033
Fax: (520) 745-1992
media@perimeterbicycling.com
www.perimeterbicycling.com
May 17, 2017

Exhibit A to Agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. for the 2017 El Tour 28-Mile Event

---------- Contents ----------

Proposal Invitation……..……		**3**
Town of Marana-El Tour Promotional Program……		**3**
El Tour Credits & Distinctions ……		**3**
Event Description	**- History ……..…**	**4**
	- Registration Statistics ……..…	**4**
	- Event Beneficiaries Fundraising	**4**
	- Event Description ……	**4**
	- Economic Impact ……...…	**5**
	- Calendar of Event Activities ….. 5	
	- Dedication Recipients ……..…	**6**
Perimeter Bicycling ……..		**6 & 7**
Your Funds to Perimeter ……..……		**7**
Benefits ……..…		**7 – 11**
Requests ……..……		**12**
Agreement Form ….……..…		**13**

Thank you for reviewing the contents of this Invitation & Proposal

Invitation

Perimeter Bicycling Association of America, Inc. respectfully invites Town of Marana as
"*The 2017 Title Sponsor of the El Tour 28-Mile Event*"

El Tour–Town of Marana Program Description

Perimeter Bicycling Association of America, Inc, a 501(c)(3) non-profit organization and the producers of the annual El Tour de Tucson, has created a promotional program that will describe the role of Town of Marana in El Tour and create an awareness of the Town of Marana as a separate community with its own identity as a cycling region within Pima County, Arizona.

Perimeter Bicycling will focus on giving the Town a prominent feature in El Tour by continuing a cycling event in its main attractions entitled "*The 2017 Town of Marana El Tour 28-Mile Event*"; thereby having 5 major cycling events in El Tour: 106-76-54-37 & 28-miles.

All the benefits and requests are listed in this invitation & proposal along with a description of El Tour.

El Tour Credits & Distinctions

Largest Cycling Event in State of Arizona and 7th largest cycling event in the United States (between 8,700 – 9,200 cyclists annually and 2,000 volunteers)

2nd Largest Economic Impact Event in Southern Arizona with an impact of $13 Million - $20 Million impact on ride weekend alone and 2 – 5 times that amount year-round according to 1999/2000 Eller School- El Tour Economic Impact Study

The one single cycling event that raises money for ***more*** non-profit organizations than any other cycling event in United States. This year El Tour will benefit more than 50 non-profit organizations. *Over $13 Million was raised in 2016 El Tour and in 2017 expecting to raise over $15 Million*

Received distinguished honors by University of Arizona and The National *League of American Bicyclist*s for turning an entire city and county into a healthier community through bicycling

Responsible for having our community being acknowledged as "The #1 Bicycle City in United States" (*Outside Magazine*, 2012) and often referred to as "The Bicycle Capital of America"

Event History

El Tour de Tucson was founded in 1983 with a focus on raising funds for a credible, recognizable, non-profit charitable agency and to encourage cyclists of all ages and abilities to take up cycling as a means to a healthier lifestyle through adopting bicycling as a daily means of staying fit both psychologically and physically.

Since its inception 34 years ago, El Tour de Tucson has lead to the development of many other fundraising cycling events, including but not limited to the following: El Tour de Mesa, Cochise County Cycling Classic, Tour of the Tucson Mountains and El Tour de Mt Fuji (Japan). Perimeter Bicycling's flagship event, El Tour de Tucson, is now approaching its 35th year of operation in 2017 and has become Arizona's largest road cycling event and the 7th largest cycling event in the United States.

Registration Statistics: In 1983 the event had a total of 198 cyclists and has grown to its highest registration in its 25th year (2007) to 9,120. In the past 5 years, El Tour's registration ranged from 8,200 – 8,700 cyclists. The 35th El Tour de Tucson is expected to break the attendance record and attract over 9,000 cyclists.

Event Beneficiaries & Fundraising: In following the tradition, values and objectives of Perimeter Bicycling Association of America. Inc, all of its cycling events benefit a recognizable nonprofit 501(c)(3) charitable agency; thereby keeping with our motto, *cycling in pursuit of a cause*. This year's 35th El Tour de Tucson will benefit 50-plus national and/or regional nonprofit agencies.

Projected Fundraising for 2017: Perimeter Bicycling is projecting to raise over $15 million from the 35th El Tour. It is further projected that the "primary" beneficiary, Easter Seals should receive between $250,000 & $300,000 in the 2017 event.

In 1983 El Tour raised $4,500 for the American Diabetes Association and in 2001 (the 19th El Tour) raised $3,156,937. In the event's 34-year history over $76 Million has been raised for non-profit organizations including: American Diabetes Association, American Parkinsons Disease Association, Arthritis Foundation, Ben's Bells, Carondelet Rehabilitation Services of Arizona, Community Food Bank of Tucson, Diamond Children's Medical Center, Easter Seals, GSA-USA-ECO Flag Project, Huntsman Cancer Institute of Utah, Juvenile Diabetes Research Foundation (JDRF), League of American Bicyclists, Leukemia and Lymphoma Society, Rotary International Polio Plus, Tucson Association of the Blind & Visually Impaired, Tu Nidito Children & Family Services, Water for People, and other Perimeter Bicycling Charities. It is projected that the 2017 El Tour will raise over $15 Million for 50-plus nonprofit agencies.

Event Description

El Tour de Tucson is an event for cyclists of all ages and abilities that includes a 106-mile ride around the Perimeter of Tucson, Arizona along with 76, 54, 37 & 28-mile events. In addition, there is a Fun Ride of 11, 6 and ¼-miles. At times the event distances can change due to construction along the course.

The 106-mile event and Fun Ride start and finish in the heart of downtown Tucson while the other three events (75, 55, 40, and 28-mile events) are remote starts along the 106-mile route and finish in the downtown area along with the 106-mile and Fun Ride events. There are different starting points, but the same finish line for all events. There are 15-20 aid stations along the 106-mile route supplied with three different kinds of fruit, water, cookies and pretzels. Each aid station is staffed by a different volunteer community group. Some of these groups have been doing the same aid station for over 30 years.

Medical and emergency support has been supplied by AZ1-DMAT, a statewide emergency team that was started in each state after 9-11. During the course of 10 months prior to El Tour, every municipality attends a monthly route meeting to plan and organize the route for the next El Tour. Municipalities include: the police, transportation and risk management departments from Oro Valley, City of Tucson, Town of Marana, ADOT and Pima County along with the staff from Perimeter Bicycling and the 4-6 different barricade companies.

Economic Impact

Based on an economic impact study performed by the Graduate School of Business at the University of Arizona in 2000, it is estimated that for every 1,000 cyclists, there is an economic impact of $1.5 - $2 Million dollars on the local community; therefore, Perimeter Bicycling is projecting between a $13-18 Million economic impact on Pima County, Arizona community through its 33rd El Tour de Tucson.

Calendar of Event Activities and Program:

El Tour Ride Day is Saturday, November 18, 2017

Event Activities & Programs	Dates	Projected Attendance
- El Tour Loop the Loop	2nd weekend of September	300 – 500
- El Tour Swap Meet	Sat before El Tour Ride Day	4,000 – 6000
- Indoor El Tour	8 days beginning Sat before El Tour Ride Day	3,000 – 4,000
- Dedication Dinner	Weds before Ride Day	500 - 750
- Platinum Meetings (4)	Thurs & Fri of El Tour Week	600 - 800
- Orientation Meetings (34-40)	Thurs & Fri of El Tour Week	1,000 – 3,000
- EXPO – Indoor	Thurs & Fri of El Tour Week	15,000 – 25,000
- EXPO – Outdoor @ start-finish line *(a.k.a. El Tour Downtown Fiesta)*	Sat, Ride Day, Nov 18, 2017	25,000 – 30,000

- Ride Day Radio Show	**Sat, Ride Day, Nov 18, 2017**	**Entire Pima County Community**
- 106-Mile cycling event	Sat, Ride Day, Nov 18, 2017	3,500 – 5,000
- 76-Mile cycling event	Sat, Ride Day, Nov 18, 2017	600 – 800
- 54-mile cycling event	Sat, Ride Day, Nov 18, 2017	1,500 – 2,000
- 37-mile cycling event	Sat, Ride Day, Nov 18, 2017	1,500 – 2,000
- 28-mile cycling event	Sat, Ride Day, Nov 18, 2017	500 – 600
- Fun Ride of 11, 5 & ¼-mile	Sat, Ride Day, Nov 18, 2017	600 – 1,000
- Bike Patrol	Sat, Ride Day, Nov 18, 2017	200 – 300
- Grand Cycling Awards Ceremony	Sat, Ride Day, Nov 18, 2017	600 – 1,000

Note: Event closes on Ride Day: 5:00 pm

Dedication Recipient (that is, who the ride is dedicated to)

The 35th El Tour de Tucson will be the 119th perimeter bicycling event produced by Perimeter Bicycling Association of America, Inc. Each of its events has always been dedicated to someone who has performed outstanding accomplishments to the bicycling and/or wellness community and/or has encouraged people of all ages and abilities to take up cycling as a means to good mental and physical health.

El Tour's Dedication Recipients included:

The Dedication Recipient for 2017 will be announced by mid-September

Past Recipients included:

(1983) **Amerigo & Helen DeBernardis**, *Parents of El Tour Founder for their 50th wedding anniversary*
(1986) **John Marino**, *Founder, Race Across America*
(1988) **Elaine Mariolle**, *winner of the 3,000-mile Race Across America*
(1991) **Dwight Smith**, PhD, *oldest person to bicycle the Perimeter of the Continental United States*
(1992) **Dr Greg & Trudy Maciulla Family** *El Tour's First Family*
(1995) **Dennis Shephard**, *First Blind Person to bicycle across the United States*
(1998) **Rose Stewart**, *World's Oldest Woman Tri-athlete at the age of 80*
(1999) **The Phinney Family,** *Leading American racing cycling family*
(2000) **Greg LeMond**, *Greatest American cyclist of 20th Century & 3-time Tour de France Champion*
(2001) **Karen Smyers**, *World Champion Tri-athlete & Cancer Survivor*
(2002) **Jeannie Longo of France,** *Cycling Legend* **&** *World's Greatest Cyclist*
(2003) **Greg Hockensmith**, *World Champion Hand Cyclist & Mt Fuji Hand-cycling World record Holder*
(2006) **Dr. Richard Carmona**, *17th Surgeon General of the United States*
(2007) **Tatsuo Okada**, PhD, *Founder of the ECO-Flag Movement*
(2010) **John Howard**, *Ironman Champion, Olympian & World Bicycle Speed Record Holder*
(2012) **Andy Clarke**, *President of the League of American Bicyclists*
(2013) **John Hewko**, *General Secretary, Rotary International – Polio Plus Program*
(2015) **Gabriel Giffords & Mark Kelly**, *Congresswoman & Navy combat veteran/NASA astronaut*
(2016) **Denise Mueller**, World's Fastest Woman on a Bicycle

What is Perimeter Bicycling?

Perimeter Bicycling Association of America, Inc. is a 501(c)(3) nonprofit, tax-exempt organization responsible for the promotion and production of five major cycling events: El Tour de Tucson, El Tour de Mesa, Cochise County Cycling Classic, El Tour Loop the Loop and Indoor El Tour. In addition, Perimeter Bicycling publishes *Tail Winds*, a quarterly newspaper, *Perimeter Bicycling Journal*, an annual magazine and *Perimeter E-News*, an electronic publication distribute twice a month to 20,000 – 25,000 active members.

Each Perimeter Bicycling event raises funds for a specific nonprofit charitable agency and in its 34-year history; Perimeter Bicycling has raised more than $77 million dollars for local and national charitable organizations.

Perimeter Bicycling establishes world records in perimeter cycling and maintains a database of approximately 202,000 cyclists. Our motto is: "*One learns more by going around than by cutting across*."

Objectives of Perimeter Bicycling Association of America, Inc.

I. To establish bicycling as a way to good mental and physical health as well as a means of recreation, transportation and physical achievement.
II. To raise funds for other worthy non-profit 501(c)(3) charitable agencies.
III. To aid in the economic development of the State of Arizona, as well as the event's hosting city and county.
IV. To establish Pima County as the bicycle center of America.
V. To promote bicycling as a means of reducing air pollution.
VI. To encourage individuals to adopt bicycling as a natural activity in their daily life.
VII. To produce bicycling events for cyclists of all ages and abilities.

Your Funds to Perimeter Bicycling

Funds received by Perimeter Bicycling are declared by the business as a contribution or direct advertising expense. Funds received by non-profit organizations, foundations or municipalities are considered grants, contributions or at times, advertising expenses. All funds given to Perimeter Bicycling are termed "underwriting fees" which means these monies go toward underwriting a portion of the approximately $1.8 million in event expenses that it takes to produce this annual national event.

Each business, agency, municipality or sponsor decides to declare their underwriting funds to Perimeter Bicycling in the way they choose as a contribution, grant or advertising expense as defined by the rules of the IRS. For purposes of declaring your funds, you may use **Perimeter Bicycling's Tax ID# 860830696.**

Of the $600,000 received in underwriting funds each year from sponsors, businesses and/or municipalities, about 5% go to the non-profits benefiting from El Tour; 95% of the underwriting funds received from all agencies or businesses go directly to pay for the production and operation expenses of El Tour. These funds enable Perimeter Bicycling to raise $10 Million - $15 million for the 50 non-profits benefiting from El Tour and create a $13 million-$20 million economic impact annually. Without these operational funds from businesses, municipalities and other types of agencies, there would be no El Tour. Your funds raise tens of millions of dollars each year.

Overall goal for El Tour in five (5) years: 100 non-profits raising more than $100 million with an economic impact of $25 - $40 Million.

Benefits

As an official Partner of the 2017 El Tour de Tucson, **Town of Marana** will receive the following benefits:

(1) **Official Event Sponsor Title**: The Town will be officially recognized accordingly:

Town of Marana
El Tour 28-Mile Event

(2) **Exclusivity**: Perimeter Bicycling will not promote any other sponsor with the titles listed in Benefit #1. This title is reserved exclusively for **Town of Marana** .

(3) **Tail Winds Advertising:**

You will be given a half page, full color ad in the following issues of Tail Winds:

Autumn 2017, Winter 2018 (the El Tour Results issue), and Spring 2018 issues of *Tail Winds.*

Tail Winds is a quarterly newspaper and features articles on all aspects of health, fitness, exercise, cycling, running, triathlons and other outdoor activities and events. *Tail Winds* is published by Perimeter Bicycling and has a distribution of 30,000 with a direct mailing of 12,500 and 17,500 distributed throughout retail shops and events in Arizona and surrounding states.

Note: a) Sponsor must provide digital artwork.
b) Deadline for advertising is the 5th of the month prior to month of publication.

(4) **Additional Tail Winds Promotion**

In addition to the ads above, Perimeter Bicycling will run articles in 3 issues of Tail Winds showing the public how the TOWN is a bicycle region and to encourage El Tour cyclists to return to the TOWN after El Tour during the Winter & Spring for training and/or touring. Tail Winds will also feature different activities that related to health & wellness to show how the TOWN is a "Health & Wellness Center".

(5) **Perimeter Journal Promotion:**

Full page article describing the Town's commitment to bicycling as a means to good health & wellness. We will encourage our readers to return to the Town for training and recreational cycling, as well as to participate in some of your other outdoor activities.

Note: Perimeter Bicycling Journal: 10,000 copies are printed and distributed to cyclists, sponsors, volunteers and Perimeter members.

(6) **Website Promotion:**

Town of Marana logo and name will be displayed with the scrolling logos on Perimeter Bicycling's home page and El Tour home page.

(7) **Separate Town of Marana Page on Website**: Perimeter Bicycling will work with the Town to place a map on Perimeter's website showing the Town's map with bicycle paths, or link to the Town's map showing all the bicycle related roads and activities. In addition, Perimeter will list in this section all annual activities in the Town that are related to Health & Wellness.

(8) **El Tour Route Map to accentuate the Town of Marana boundaries**, differentiating it from Tucson, and Oro Valley to show that the TOWN is a separate geographical area in Pima County.

This map will be displayed in Tail Winds, the Journal, the Perimeter website, and at times in Arizona Daily Star. In addition, 10,000-15,000 copies will be printed to distribute to cyclists, volunteers and supporters.

(9) **New signage:** Create a "Welcome to the Town of Marana" sign, placed at the start of El Tour's route through the Town, another at the end of the town limit "You are now leaving the Town of Marana. Come back and visit us again"

(10) **Include a Town of Marana non-profit as an official El Tour Beneficiary:** Perimeter Bicycling will work with the Town to select a non-profit to include as part of the official supporting beneficiary program of El Tour where that beneficiary can raise money through El Tour.

(11) **Event Packet Stuffing, two options:** You may provide promotional material for the approximately 9,000 to 10,000 event packets that are given to cyclists and volunteers. Or, you have the option to choose to use El Tour's Virtual Event Bag. Promotional pieces must be delivered to the Perimeter Bicycling packet stuffing site October 23, 2017.

El Tour's Virtual Goodie Bag: *El Tour goes green!!!!* In addition to the traditional packet stuffing, Perimeter is offering for our sponsors to take part in El Tour Virtual Goodie Bag. A special software platform will provide event participants an on-line link to retrieve offers and coupons provided by El Tour event sponsors. This eliminates the cost of printed paper and/or coupons. Your offer can be anything: a coupon promoting a product or service, a discount in another one of your events, enticement to come to your booth at El Tour EXPO, discounts at restaurants, theaters or retail shops. The promotion is endless – and trackable! Your Perimeter Rep will give you more details after you decide what type of promotion you would like this year: packet stuffing, virtual or both!

(12) **Complimentary Full Page ad in Ride Information Booklets**

You will be given a complimentary full page Black & White ad in the event's Rules and Information Booklet (otherwise known as the Event Manual). Size of full page ad will be given to you after the signing of an acceptance agreement.

You are responsible for the production of this ad. Must be provided in digital format and delivered to Perimeter Bicycling by September 30, 2017.

(13) **Sponsor Banners: Town of Marana** may provide up to four (4) of their own banners, which will be placed along El Tour's main start/finish line in downtown Tucson.

(14) **Event Entries: Town of Marana will receive** five (5) individual entries that can be used in any El Tour event distance including the Fun Ride. Entries can be given to employees, clients, and family members at your discretion.

(15) **Dedication Dinner Table: Town of Marana** will receive a complimentary table of ten (10) at El Tour's Dedication Dinner held on Wednesday, November 15, 2017 at Casino Del Sol. The Dedication Dinner recognizes the Dedication Recipient, El Tour sponsors, celebrities, special guests and event cyclists.

(16) **Expo Exhibit Space**: **Town of Marana** will be given (one) 10' x 10' space for two days at El Tour's Bike, Fitness & Health Expo at the Tucson Convention Center, Thursday and Friday of El Tour week. Expo space includes tables, chairs, pipe & drape.

(17) **Start-Finish Line Booth:** You will be given exhibit booth space at El Tour's main start-finish line in downtown Tucson. You can either develop your own promotion or Perimeter's outdoor Fiesta Director will find a service function that you can perform for Perimeter so people are attracted to your booth.

Notes:

(a) Date & Time of Outdoor EXPO: Sat, Nov 18 from 10 am – 5:00 pm
(b) Number of staff needed: 6-8 people per hour
(c) Location: At Armory Park across from the Children's Museum

(18) **El Tour Flags:** Perimeter Bicycling will design two (2) El Tour-Town of Marana Flags featuring the Town of Marana's new logo as of January 1, 2017, that will be placed at the following locations:

(a) El Tour Dedication Dinner
(b) El Tour EXPO
(c) El Tour Downtown Start-Finish Lines

Notes: These flags may be used by the Town during the course of the year at other Town activities or functions. Only the Town's name will appear on these flags.

(19) **El Tour-Town of Marana Promotional Banner:** Perimeter Bicycling will produce a special promotional banner to carry the full name of the TOWN's official title, "Town of Marana El Tour Gateway to Health & Wellness Through Bicycling". This banner will be hung:

El Tour EXPO
Downtown Tucson on Ride Day

(20) **Name on all El Tour applications** next to the 28-Mile event

(21) **Start Line supplies and equipment** to be paid by Perimeter Bicycling including:

Barricades, scaffolding, sound equipment, fencing, start-line banner, DJ and other equipment related to the construction of start-line

(22) **Separate 28-Mile El Tour Application** will be designed to encourage Town of Marana Residents to ride in El Tour 28-mile event that will include a special rate for residents.
Note: Application Entry will have a deadline of end of October.

(23) Mayor or other dignitaries will be introduced at annual El Tour News Conference

(24) **All medallions** that are presented to the 28-mile finishers will carry the name of the TOWN on the ribbon that is attached to the 28-mile medallion

(25) Perimeter will work with the TOWN to select a 28-mile starting area that is at one of their local parks

(26) The 28-Mile event will start at 1 pm to allow cyclists from the other events to register and ride in the 28-mile event after they finish their other El Tour event

(27) 28-Mile event will focus on youth and families

(28) All 28-mile placement awards will be named after the TOWN: 1st through 4th place male and female

(29) Perimeter and the Town have created a special Town of Marana Award that will be presented to the team that has the most cyclists or fastest team. This award was given in 2016 and we can use the same requirements for 2017.

(30) Special 28-Mile El Tour **Start-line Banner** produced and paid for by Perimeter and placed at the start of the event.

(31) Mayor or another dignitary will be able to start the event

(32) (Optional) Perimeter will work with other groups (such as recreational department) or businesses in Town of Marana that might want to add other activities to the 28-Mile starting area, like an art show, fun ride, run event, fun festival, in-line skating event, etc. These activities may be added, but the organization who wants to team up with El Tour officials must pay for all expenses related to any new event or activity created. Perimeter Bicycling will promote these additional activities in their media resources.

(33) **Additional Benefits**

(a) increase in direct spending to the TOWN's restaurants, hotels, museums and other retail businesses
(b) increase in recognition on a national level as a bicycle friendly community
(c) post event Tourism, especially in Winter & Spring
(d) additional Recreational Activity for the TOWN community
(e) becoming a recognizable partner in the production and success of America's largest Perimeter Bicycling Event

(34) The TOWN's Money is reinvested back into YOUR Community

(35) **Package Value Exceeds well-over $100,000 in Benefits**

Perimeter Bicycling is requesting $15,000 for 2017. All your funds are reinvested into your community to establish your TOWN as a major bicycling region in Pima County and in the United States. This could never be accomplished for the amount of funds your TOWN invests in this project.

(36) **Right of First Refusal**: Town of Marana will have the right of first refusal as the Official Sponsor of the 28-mile Start in subsequent El Tours after 2017. For your Right of First Refusal to remain in effect, Perimeter Bicycling must know of your decision in writing to sponsor subsequent El Tours within 30 days after presentation of the 2018 "Official El Tour 28-mile Start" proposal. If your decision is not received in writing within this 30-day timeframe, Perimeter has the right to seek another Official 28-mile Start Sponsor and/or discontinue the 28-mile El Tour event.

Requests

Perimeter Bicycling makes the following requests of **Town of Marana in** 2017 for the benefits listed in this package to promote Town of Marana as a leading bicycling community through the 2017 El Tour:

(1) **Underwriting Fee**:
Pay an Underwriting Fee of $15,000 to help underwrite a portion of the $1.8 million in event production expenses and to carry out all the benefits listed in this sponsorship proposal

(2) **Fee Payment Schedule:**
Fees are to be paid on or before July 31, 2017

(3) **Getting Involved**:
Promote your involvement with El Tour to your entire community through in-house newsletters, mailings or other event or activities; and encourage participation in El Tour as a sponsor, volunteer, spectator and/or contributor, and as a rider in the 28-mile event.

(4) **Promotional Tag-Ons:**
Promote El Tour by "tag-ons" to any existing media spots you run during the signing of this agreement until 12/31/17.

(5) **Contractual Credits**:
When promoting El Tour through your own media sources, please always include the following El Tour entities: Name of El Tour's Main Event Title Sponsor, presenting sponsor and event's beneficiaries.

El Tour de Tucson
Presented by Casino Del Sol

Council-Regular Meeting **C2**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Cynthia Nemeth-Briehn, Parks & Recreation Director

Date: June 20, 2017

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
*Seek partnerships with public and private entities to provide programs and enhanced services.
*Use recreation facilities and programming as opportunities to highlight the unique Sonoran Desert.
*Design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.

Subject: Resolution No. 2017-053: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an intergovernmental agreement between the Pima County Regional Flood Control District and the Town of Marana for construction, operation, and maintenance of a disc golf course (Cynthia Nemeth-Briehn)

Discussion:

Background
The Town of Marana Parks and Recreation Department would like to enter into an Intergovernmental Agreement with Pima County for use of the southern portion of parcel 226-08-007L for the purpose of a disc golf course. This parcel is adjacent to four Town of Marana Park and Recreation facilities – El Rio Neighborhood Park, El Rio Preserve, the Santa Cruz Shared Use Path, and the De Anza Trailhead. The course would be open to the general public and would be a local and regional recreation amenity.

For many years, the Marana Parks and Recreation Department supported a disc golf course in the area now known as El Rio Preserve. Due to multiple inundations of the El Rio basin, home of the former disc golf course, the Department proposes construction of a new course to meet the needs of the community. The agreement with Pima County Flood Control would allow for an 18-hole course with the possibility of expanding to 27 holes should future demands warrant such an increase.

Course Installation and Maintenance

A disc golf course consists of tee pads, chain basket targets, signage and natural paths. The course design, installation of all components and maintenance will be conducted by the Parks and Recreation Department in collaboration with Marana Disc Golf volunteers. Parks and Recreation staff will conduct regular inspections and maintenance, and will work closely (as they have done in the past) to coordinate additional stewardship of the property through volunteers.

Course Operations

The disc golf course would be open to the public during daylight hours. Aside from the casual, drop-in user, the Parks and Recreation Department anticipates at least one weekly league involving approximately 50 players and at least one annual tournament with a potential draw of approximately 200 disc golfers. Historically, the league and the tournament have been coordinated and led by the Marana Disc Golf Club. Club members comprised a majority of the volunteers involved in supporting the previous course and they have committed to carrying on with this tradition should a new course be built.

IGA

The proposed IGA with the Pima County Flood Control District will allow the Town to use the District's property to construct, operate, and maintain the course, at no cost. The IGA has initial term of 10 years.

Financial Impact:

Fiscal Year:	FY18
Budgeted Y/N:	Y
Amount:	$11,500

Staff Recommendation:

Staff recommends approving the IGA with Pima County Flood Control District for the purpose of installing a community disc golf course.

Suggested Motion:

I move to adopt Resolution No. 2017-053, approving and authorizing the Mayor to execute an intergovernmental agreement between the Pima County Regional Flood Control District and the Town of Marana for construction, operation, and maintenance of a disc golf course.

Attachments

Resolution No. 2017-053

Exhibit A to Resolution - IGA

Exhibit A to IGA - Property Map

Exhibit B to IGA - Golf Course Layout Map

MARANA RESOLUTION NO. 2017-053

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF A DISC GOLF COURSE

WHEREAS in January 2015, the Marana Town Council adopted the Town of Marana Strategic Plan III, identifying Recreation as one of its five focus areas, with the principle statement "We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors"; and

WHEREAS the Pima County Regional Flood Control District ("District") owns property generally located on the west side of the Santa Cruz River northeast of Coachline Boulevard and the Town desires the use of a portion of this property to construct, operate, and maintain a disc golf course; and

WHEREAS the Town and the District may 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 find that the terms and conditions of the intergovernmental agreement addressed by this resolution are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Intergovernmental Agreement between the Pima County Regional Flood Control District and the Town of Marana for construction, operation, and maintenance of a disc golf course, attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF A DISC GOLF COURSE

(TOWN OF MARANA, PIMA COUNTY, ARIZONA)

This Intergovernmental Agreement ("Agreement") is entered into by and between the PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT (the "District"), a political taxing subdivision of the State of Arizona, and the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, pursuant to Arizona Revised Statutes Section (A.R.S. §) 11-952.

RECITALS

A. The Town and the District have statutory authority to enter into intergovernmental agreements for joint and cooperative action pursuant to A.R.S. § 11-952.

B. The District owns property generally located on the west side of the Santa Cruz River northeast of Coachline Boulevard on portions of Pima County Assessor's Parcel Number 226-08-007L and Pima County Assessor's Parcel Number 226-07-005J (the "Property).

C. The Town desires the use of a portion of the Property to construct, operate, and maintain a disc golf course (the "Project").

D. The District and the Town desire to establish specific responsibilities as to the construction, operation, and maintenance of the Project and related facilities located on District property.

AGREEMENT

SECTION 1. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of the parties regarding the construction, operation, and maintenance of the Project, the property rights necessary for the Project, and to address legal and administrative matters among the parties.

SECTION 2. THE PROJECT

The Project consists of the construction, operation, and maintenance of a disc golf course located on an approximately 41-acre portion of the Property, as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference. The proposed layout of the disc golf course is depicted in **Exhibit B**, attached hereto and incorporated herein by this reference.

SECTION 3. TOWN OBLIGATIONS AND RESPONSIBILITIES

3.1. The Town shall design and construct the Project on an approximately 41-acre portion of the Property (the "Project Area"), pursuant to plans approved by the District. Construction of the Project includes construction and installation of tee pads, targets, rock-lined, raked earth paths between holes, and appropriate signage.

3.2. The Town shall purchase all necessary equipment and materials for construction of the Project.

3.3. The Town shall obtain all necessary permits, if any.

3.4. During construction of the Project, the Town will have responsibility for all grounds, structures, and improvements, and all activities occurring within the Project Area including all necessary inspections, maintenance and repair of the Project.

3.5. In the spirit of collaboration, the Town shall confer with the District throughout the construction of the Project for the purpose of facilitating the timely and satisfactory completion of the Project.

3.6. The Town shall confer with the District before constructing any improvements, structures or other modifications not included in the Project plans approved by the District, including the possible construction of additional holes or an additional disc golf course at the site.

3.7. On completion of the Project and all related features and appurtenances, the Town shall be responsible for regular inspection and maintenance of the Project Area, and shall assume full responsibility and liability for the Project and all related facilities.

3.8. The Town shall keep the Project Area in good order and repair, and shall not commit waste of, or damage to, the Project Area.

3.9. The Town shall operate the disc golf course and ensure that the disc golf course is open to the general public during daylight hours, seven days a week, 365 days a year.

SECTION 4. DISTRICT OBLIGATIONS AND RESPONSIBILITIES

4.1. Upon execution of this Agreement, the District shall authorize the Town to enter upon the District-owned property described in the attached Exhibit A for the purpose of constructing the Project and all related improvements, and upon completion of construction, operating and maintaining a disc golf course as described in this Agreement.

4.2. The District shall confer, as needed, with the Town throughout the construction of the Project for the purpose of facilitating a timely and satisfactory completion of the Project.

4.3. The District may enter upon and use the Project Area for any purpose not inconsistent with the Project, including inspecting the Project Area to ensure that the Town is fulfilling its obligations under this Agreement. The District may enter upon the Project Area and take any action reasonably necessary to keep the Project Area free of waste or damage. Except when the District determines an emergency requires immediate entry and action, the District shall provide the Town 30 days' written notice before entering or taking action under this SECTION 4.3.

SECTION 5. OWNERSHIP OF PROJECT FACILITIES

5.1. Ownership of the disc golf course components constructed and installed by the Town, and composed of material other than earth, rock, or vegetation (the "Project Facilities"), shall vest in the Town and no other action shall be necessary to establish the Town's ownership.

5.2. Unless the District in writing allows or requires the Town to abandon the Project Facilities in place, the Town at its sole expense shall remove the Project Facilities on or before the expiration or within 90 days after any earlier termination of this Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other facilities or operations on the Property, and the Town shall leave the Property in as close to its pre-Project condition as is reasonably possible.

5.3. The parties agree to notify each other in case any event occurs after the Project is completed requiring ground disturbance or construction or alteration of improvements in the Project Area; maintenance or repair activity in the Project Area beyond that necessary to keep up with ordinary wear and tear; or use of the Project Area beyond the scope ordinarily anticipated as part of the Project.

SECTION 6. EFFECTIVE DATE, DURATION AND TERMINATION

6.1. This Agreement shall be effective upon the date of complete execution by the parties and shall remain in effect for ten years following the date of completion of construction of the Project, unless terminated earlier according to the terms of this Agreement.

6.2. This Agreement may be extended or terminated by mutual agreement of the parties and execution of an amendment that accomplishes such action.

6.3. A party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

6.4. Following construction of, and at least one year of operation of, the Project, the District may terminate this Agreement for any reason or no reason by giving 180 days' written notice to the Town.

6.5. Following construction of, and at least one year of operation of, the Project the Town may terminate this Agreement for any reason or no reason by giving 60 days' written notice to the District.

6.6. This Agreement is subject to the provisions of A.R.S. § 38-511 which provides for cancellation of contracts in circumstances involving conflicts of interest.

6.7. Termination shall not relieve either party from those liabilities or costs already incurred under this Agreement.

SECTION 7. LEGAL JURISDICTION

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the District or the Town.

SECTION 8. NO JOINT VENTURE

This Agreement shall not be construed to create any partnership, joint venture or employer-employee relationship between the Town and the District. No party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other party as a result of this Agreement, including, without limitation, any party's obligation to withhold Social Security and income taxes for itself or its employees.

SECTION 9. NO THIRD PARTY BENEFICIARIES

This Agreement shall not create any right to any person or entity as a third party beneficiary.

SECTION 10. COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes under this Agreement. Any action relating to this Agreement shall be brought in an Arizona court.

10.1. *Anti-Discrimination*. The provisions of A.R.S. § 41-1463 and Executive Order Number 2009-09 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.

10.2. *Americans with Disabilities Act*. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

SECTION 11. FORCE MAJEURE

A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to floods, earthquakes, acts of God, or orders of any regulatory government officer or court (excluding orders promulgated by the parties themselves), which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

SECTION 12. WAIVER

Waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

SECTION 13. INDEMNIFICATION

13.1. *Mutual Indemnity*. To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties,

damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

13.2. *Notice*. Each party shall notify the other in writing within 30 days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to seek indemnity from the other party to this Agreement. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments in matters for which indemnity will or may be sought under this Agreement.

13.3. *Negligence of indemnified party*. The obligations under this SECTION 13 shall not extend to the negligence of the indemnified party, its agents or employees.

13.4. *Survival of termination*. This SECTION 13 shall survive the termination, cancellation or revocation, whether in whole or in part, of this Agreement.

SECTION 14. INSURANCE

Each party to this Agreement warrants that it is self-insured or otherwise maintains adequate insurance to fully cover that party's liability regarding the Project.

SECTION 15. BOOKS AND RECORDS

Each party shall keep and maintain proper and complete books and records. All design and construction drawings, records, documentation and correspondence shall be the property of the Town at the completion of the Project, except copies maintained by the District for its records.

SECTION 16. INSPECTION AND AUDIT OF RECORDS

The appropriate designated representatives of either party may perform any inspection of the Project or reasonable audit of any books or records of the other party to confirm that the Project has been operated and maintained in accordance with this Agreement. Each party shall maintain any and all records regarding the Project for a minimum of five years after the completion of the Project and its acceptance by the Town.

SECTION 17. SEVERABILITY

If any provision of the Agreement or the application thereof is held invalid, such invalidity shall have no effect on other provisions and their application which can be given effect without the invalid provision, or application, and to this extent the provisions of the Agreement are severable.

SECTION 18. REMEDIES

Any dispute arising under this Agreement shall be reviewed and resolved by the officially designated representative of each party, as designated in SECTION 19 below, and in the event resolution cannot be accomplished thereby, the dispute shall be submitted to the Town Manager and District General Manager for resolution.

SECTION 19. NOTIFICATION

All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To the Town: Cynthia Nemeth-Briehn, Director
Marana Parks and Recreation Department
11555 West Civic Center Drive
Tucson, Arizona 85653

With a copy to: Marana Town Attorney
11555 West Civic Center Drive
Marana, Arizona 85653

To the District: Suzanne Shields, P.E., Director
Pima County Regional Flood Control District
97 East Congress Street, 3rd Floor
Tucson, Arizona 85701

With a copy to: Pima County Attorney
32 North Stone, Suite 2100
Tucson, Arizona 85701-1412

SECTION 20. COUNTERPARTS

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

[Remainder of page intentionally left blank. Signature page follows.]

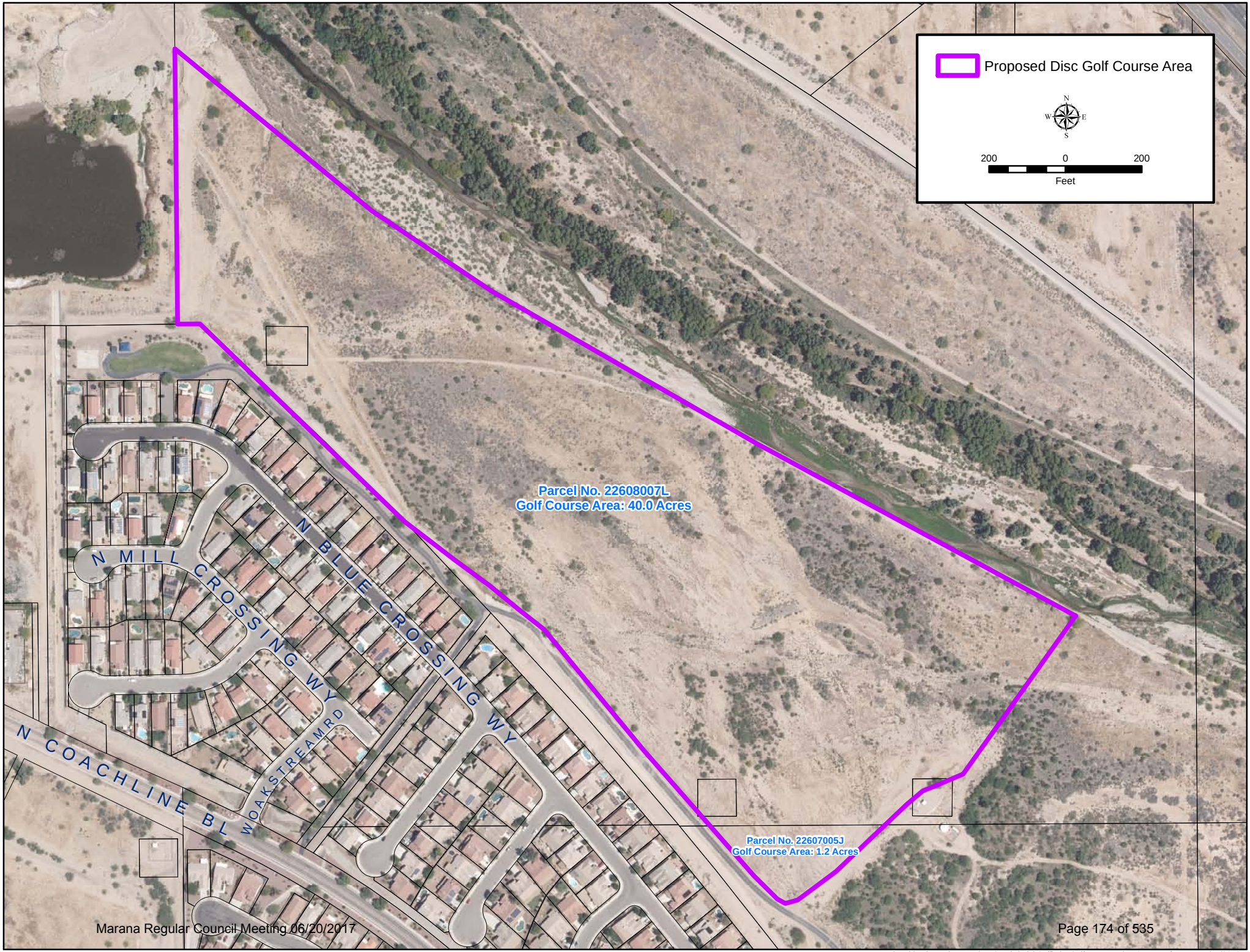
IN WITNESS WHEREOF, the Town has caused this Agreement to be executed by the Mayor, upon resolution of the Mayor and Council and attested to by the Town Clerk, and the District has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Directors, upon resolution of the Board and attested to by the Clerk of the Board.

The "District"	The "Town"
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona	TOWN OF MARANA, an Arizona municipal corporation
By: _____ Chair, Board of Directors	By: _____ Mayor Ed Honea
Date: _____	Date: _____
ATTEST:	ATTEST:
_____ Julie Castañeda, Clerk of the Board	_____ Jocelyn Bronson, Town Clerk
Date: _____	Date: _____

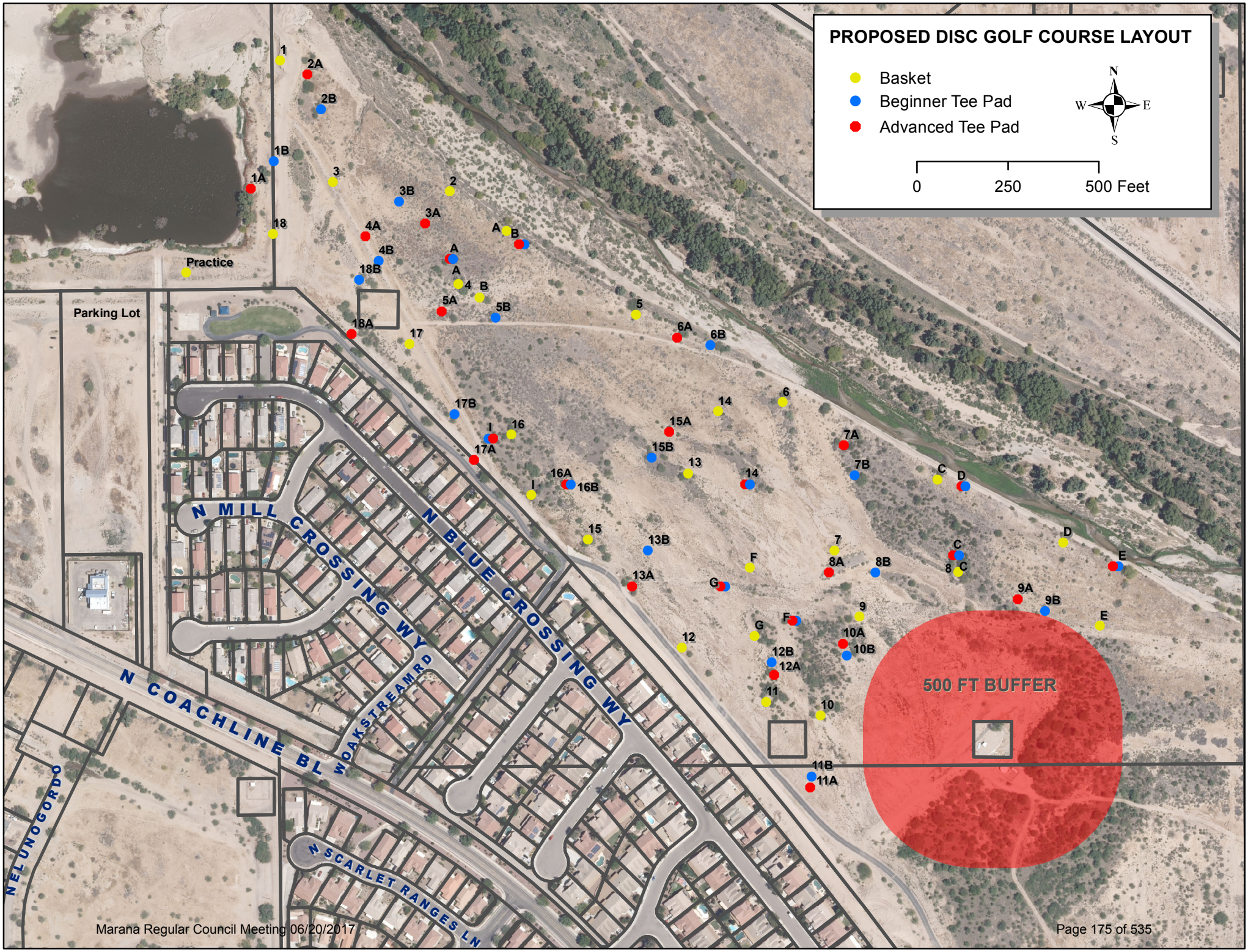
INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between the Pima County Regional Flood Control District and the Town of Marana has been reviewed pursuant to A.R.S. Section 11-952 by 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 those parties to the Agreement represented by the undersigned.

For the District:	For the Town:
_____ Deputy County Attorney	_____ Town Attorney



Printed by: bcanale Path: U:\Parks\DiskGolf\DiscGolf_Area.mxd © Town of Marana 7/15/2016



Printed by: cbowes Path: U:\Parks\2016\DiskGolf\DiscGolf_CourseLayout.mxd © Town of Marana 3/29/2017

Council-Regular Meeting **C3**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-054: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2017-2018 (Laine Sklar)

Discussion:

Marana Municipal Court utilizes technology and staff from the Pima County Adult Detention Center to conduct video hearings for prisoners who have been arrested, held, or sentenced for Marana Municipal Court charges. This is the most efficient way to ensure that these individuals are seen by a judge in Marana in a timely manner without having to bear the cost, risk, and complications associated with transporting these defendants to the court to be seen in person.

The attached IGA is substantially the same as the IGA approved by the Council for 2016-2017. The one substantive change is that the salary for a corrections officer for one hour has decreased, and that decrease is reflected in the IGA. That change lowers the financial impact of this IGA on the Town of Marana.

This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one year term, from July 1, 2017 to June 30, 2018, and may be extended for four additional years.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$15,000

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2017-054 approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2017-2018.

Attachments

Resolution No. 2017-054

Video court IGA 2018

MARANA RESOLUTION NO. 2017-054

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2017-2018

WHEREAS individuals who are incarcerated pursuant to charges and orders under the jurisdiction of the Marana Municipal Court are held at the Pima County Adult Detention Center; and

WHEREAS the Pima County Adult Detention Center has the staff and technology necessary for these prisoners to appear in Marana Municipal Court via video-conferencing; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide video-court hearings for Marana Municipal Court prisoners; and

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MARANA
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS

FILED
MARANA MUNICIPAL COURT
2017 MAY 15 AM 11:36
BY:

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF MARANA, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal prisoners; and

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

WHEREAS the provision of video-court hearings for municipal prisoners will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, THE TOWN AND COUNTY HEREBY AGREE AS FOLLOWS:

1. The County of Pima's Sheriff's Department Corrections Bureau shall provide the Town of Marana's Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Center (PCADC).

2. PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the courtroom, providing clerical support for court documentation and faxing required documentation back to MMC.

3. MMC shall fax PCADC's Records Unit appropriate documentation on each MMC defendant prior to the defendant leaving the video court session.

4. Each video court session will be held week days beginning at 1200 hours. This session both Town and County agree that this schedule may be changed based on either party's need for more video court time, or based on other factors that could require a different schedule. MMC shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.

5. Town of Marana will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour per scheduled day for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	$35.73
Total for three hours:	$107.19

6. "Town of Marana Prisoner" shall mean any person who has been incarcerated as a result of a

charge pending in the Town of Marana Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.

7. Criteria and Rules Governing Billing:

   a. A "billable video-court session" is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.

   b. Should a "billable video-court session" not occur in any given day, the Town of Marana will not be billed that day.

   c. The Town of Marana will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

8. Criteria for Assessment of Billing:

   a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.

   b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

9. County will submit a statement of Town of Marana video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

   Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly billing, excluding contested charges. Contested charges shall be paid within 30 days of resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

10 This Agreement shall cover the time period from July 1, 2017 through and including June 30, 2018. This Agreement may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension of this Agreement shall be by written amendment executed by the governing bodies of the parties.

11. Neither party shall be obliged to the other party for any costs incurred pursuant to this Agreement, except as herein provided.

12. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the signing parties hereto.

13. To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees. Each party represents that it shall maintain for the duration of this Agreement, policies of public liability insurance covering all of their operations undertaken in implementation of this Agreement, providing bodily injury limits of not less than Five Hundred Thousand Dollars ($500,000) for any one person, of not less than One Million Dollars ($1,000,000) for any one occurrence, and property damage liability to a limit of not less than One Hundred Thousand Dollars ($100,000). The parties may fulfill the obligations of this Article by programs of self-insurance equivalent in coverage.

14. The parties agree to be bound by arbitration, as provided in Arizona Revised Statutes, § 12-1501 et. seq. to resolve disputes arising out of this Agreement where the sole relief sought is monetary damage of $50,000 or less, exclusive of interest and costs.

15. Notwithstanding any other provision in this Agreement, this Agreement may be terminated with thirty days notice, if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.

16. Either party may, at any time and without cause, cancel this Agreement by providing ninety (90) days written notice of intent to cancel.

17. This Agreement is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511.

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

19. TOWN and COUNTY will not discriminate against any TOWN or COUNTY employee, client or any other individual in any way involved with the TOWN or COUNTY, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. TOWN and COUNTY agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by

reference as if set forth in full.

20. Each party 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.

21. This document constitutes the entire Intergovernmental Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment executed by the parties' governing bodies.

FILED
2017 MAY 15 AM 11 36

SIGNED AND ATTESTED THIS _____ DAY OF _____ 2014,

ATTEST:

TOWN OF MARANA, a municipal corporation

_____
Town of Marana Clerk

_____
Mayor

ATTEST:

PIMA COUNTY, a body politic

_____
Clerk, Board of Supervisors

_____
Chair, Board of Supervisors

_____
Date

_____
Date

APPROVED AS TO FORM AND
LEGAL AUTHORITY:

APPROVED AS TO FORM AND
LEGAL AUTHORITY:

_____
Town of Marana Attorney

_____
Deputy County Attorney
Legal authority: ARS § 11-201,
ARS § 11-951 through 954,

Council-Regular Meeting **C4**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-055: Relating to Development; approving a final plat for Gladden Farms Blocks 14 & 15 Phase II Lots 71-138 and Common Areas A-3, A-4, B-8 – B-12 and C-1 located south of Tangerine Farms Road and north of Gladden Farms Community Park (Steven Vasquez)

Discussion:

Request

Rick Engineering, on behalf of KB Homes Tucson, is requesting the approval of a final plat consisting of 68 lots and common areas on 12.93 acres within the Gladden Farms development.

Location

The subdivision will be located within Block A of the Gladden Farms Blocks 14 & 15 final plat (Sequence #20150860189), south of Tangerine Farms Road and north of Gladden Farms Community Park.

Zoning

The zoning for Blocks 14 & 15 is R-3.5 (Single Family Residential - minimum lot size of 3,500 square feet); however, the lots will be platted at a minimum size of 6,000 square feet in order to waive the requirement for an on-site community pool facility per Ordinance No. 2013.025. The minimum lot size is 6,000 square feet (lots 96, 97, 109, 110, 121-123) with an average lot size of 6,157 square feet.

Transportation

This second phase of the subdivision will have an entry off Tangerine Farms Road at Gin Yard Way which has a 60 foot wide right-of-way. As in the first phase of the subdivision, the typical internal street section is a 46 foot wide right-of-way. Two of the internal streets will connect with

the internal streets of the first phase.

Parks Requirement and Trail Connectivity

This second phase of Blocks 14 & 15 requires a minimum of 12,580 square feet of improved recreation area. A total of 147,217 square feet of developed recreation area is provided. The active recreation area is within the first phase of the subdivision in a portion of Common Area "A-1" which is located between lots 14 and 15 at the southeastern corner of Tangerine Farms Road and Gladden Farms Drive. Pedestrian trails will be located along the southern portion of of the subdivision and, in conjunction with the first phase of the subdivision, will provide connectivity to Heritage Park to the northwest and to Gladden Farms Community Park on the southeast.

Heritage Park

As this second phase of the subdivision is in close proximity to activity areas within Heritage Park like the splash pad, lots that indicate view fencing on the approved landscape plan, will now have a four foot of block wall with two feet of view fencing on top. This will affect the back of lots 101 through 108. The change in enclosure type will be made a condition of approval for the final plat.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Marana Land Development Code, the Town Code, the Gladden Farms Design Standards and the Marana General Plan. This final plat is in substantial conformance with all required development regulations and design guidelines and staff recommends approval with the condition that lots shown with view fencing on the approved landscape plan shall be changed to four feet of block wall with two feet of view fence on top.

Suggested Motion:

I move to adopt Resolution No. 2017-055 approving a final plat for Gladden Farms Blocks 14 & 15 Lots 71-138, Common Areas A-3, A-4, B-8 - B-12 and C-1 located approximately northwest of the intersection of Tangerine Farms Road and Lon Adams Road with the recommended condition.

Attachments

Resolution No. 2017-055

PRV1703-001 GF 14 & 15 Phase II FP

PRV1703-001 GF 14 & 15 Phase II FP Map

PRV1703-001 GF 14 & 15 Phase II FP App

MARANA RESOLUTION NO. 2017-055

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCKS 14 & 15 PHASE II LOTS 71-138 AND COMMON AREAS A-3, A-4, B-8 – B-12 AND C-1 LOCATED SOUTH OF TANGERINE FARMS ROAD AND NORTH OF GLADDEN FARMS COMMUNITY PARK

WHEREAS, on December 2, 2001, the Mayor and Town Council adopted Resolution No. 2001-155, approving a final block plat for Gladden Farms, Book 55 Page 60; and

WHEREAS, on February 1, 2005, the Mayor and Town Council adopted Resolution No. 2005-013, approving the final block plat for Gladden Farms Blocks 13, 14, 15, Book 59, Page 21; and

WHEREAS, on January 22, 2008, the Mayor and Town Council adopted Ordinance No. 2008.03, approving a rezoning of Gladden Farms Blocks 14 and 15 from "VC" and "R-8" to "R-3.5;" and

WHEREAS, on March 17, 2015, the Mayor and Town Council adopted Resolution No. 2015-023, approving a final plat for Gladden Farms Blocks 14 & 15; and

WHEREAS, Rick Engineering Company, on behalf of KB Home Tucson, Inc., has applied for approval of a final plat for a 68-lot single-family residential home subdivision within Block A of Gladden Farms Blocks 14 & 15 located south of Tangerine Farms Road and north of Gladden Farms Community Park; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on June 20, 2017, determined that the final plat for Gladden Farms Blocks 14 & 15 Phase II should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Gladden Farms Blocks 14 & 15 Phase II Lots 71-138 and Common Areas A-3, A-4, B-8 – B-12 and C-1 is hereby approved on condition that lots identified as having view fencing on the approved landscape plan shall be changed to four feet of block wall with two feet of view fence on top.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 727,992 SQUARE FEET. 16.71 ACRES. RESIDENTIAL DEVELOPMENT IS 563,229 SF, 12.93 AC.

   COMMON AREA "A" (LANDSCAPE/DRAINAGE/PUBLIC AND PRIVATE UTILITIES/ RECREATION) IS 136,099 SF, 3.12 AC.
   COMMON AREA "B" (LANDSCAPE/PUBLIC AND PRIVATE UTILITIES) IS 9,302 SF, 0.21 AC.
   COMMON AREA "C" (LANDSCAPE/RECREATION) IS 19,362 SF, 0.44 AC.

2. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 68; DENSITY IS 4.1 RAC.

3. TOTAL MILES OF NEW PUBLIC STREET IS 0.49 MILES. (ALL STREETS ARE PUBLIC)

4. MINIMUM REQUIRED LOT SIZE IS 3,500 SF PER THE ZONING CODE. MINIMUM REQUIRED LOT SIZE IS 6,000 SF PER ORDINANCE NO. 2013.025 REVISED CONDITION #5.
   TYPICAL LOT DIMENSIONS ARE 50' X 120'. MINIMUM LOT SIZE PROPOSED IS 6,000 SF. MAXIMUM LOT SIZE IS 12,695 SF. AVERAGE LOT SIZE IS 6,157 SF.

5. DEVELOPMENT STANDARDS
   MAXIMUM BUILDING HEIGHT = 30' OR 2 STORIES
   SETBACKS:
   FRONT = 10' (WHERE FRONT ENTRY GARAGES ARE RECESSED 10' OR MORE FROM THE LIVABLE PORTION OF THE DWELLING)
   20' (WHERE GARAGES OPEN OR FACE DIRECTLY ONTO ABUTTING STREET)
   * A MAX OF 50% OF THE LOTS MAY HAVE REDUCED SETBACK, WITH THE BALANCE OF THE SETBACKS BEING 20' OR GREATER.
   SIDE = 5' (10' SIDEYARD/STREET SETBACK FOR CORNER LOTS)
   REAR = 10'

6. PARKING SPACES: 2 PER LOT IN GARAGE; 2 PER LOT IN DRIVEWAY = 272 SPACES.

7. THE EXISTING ZONING IS R-3.5 (SINGLE FAMILY-3,500 SF MINIMUM LOT SIZE) PER ORDINANCE NO.2008.03.

8. NO FURTHER LOT SPLITTING OR SUBDIVIDING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

9. A PROFESSIONAL ENGINEER SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

10. MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENT SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

11. THIS SUBDIVISION IS SUBJECT TO TOWN OF MARANA REZONING CONDITIONS AS FOUND IN CASE NUMBER PCZ-07116 AS APPROVED ON JANUARY 22, 2008 AND AMENDED ON DECEMBER 4, 2013. THE CONDITIONS PER MARANA ORDINANCE NO. 2008.03 AND 2013.025 AFFECT THE ISSUANCE OF BUILDING PERMITS. THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT AND AMENDMENTS THERETO AS RECORDED IN DOCKET 11738, PAGE 1900; DOCKET 12242, PAGE 1055; DOCKET 12350, PAGE 5025, DOCKET 12455, PAGE 1506, DOCKET 12537, PAGE 3948, AND DOCKET 12841, PAGE 3659 OF THE PIMA COUNTY RECORDER'S OFFICE.

12. POTABLE WATER FOR THIS THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER DEPARTMENT AND NOT-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.

13. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

14. THIS PLAT FALLS UNDER THE REQUIREMENTS AND GUIDELINES OF THE GLADDEN FARMS DESIGN STANDARDS AS WELL AS THE TOWN OF MARANA LAND DEVELOPMENT CODE.

15. PER THE TOWN OF MARANA LAND DEVELOPMENT CODE, SECTION 06.03.02.I.2, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS SHALL BE, FOR SINGLE FAMILY RESIDENTIAL, 185 SQUARE FEET PER UNIT. FOR SUBDIVISIONS OVER 50 UNITS, THIS PROJECT SHALL REQUIRE 12,580 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 136,099 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED.

16. PER SECTION 1.2 OF THE SECOND AMENDMENT TO THE GLADDEN FARMS DEVELOPMENT AGREEMENT, A VOLUNTARY SCHOOL IMPROVEMENT IN-LIEU FEE OF $900 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.

17. THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, THE TOWN OF MARANA, OR THE CORTARO MARANA IRRIGATION DISTRICT.

18. THIS PROPERTY LIES WITHIN THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT.

19. POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALLS IN THE AIRPORT INFLUENCE AREA AS DELINEATED IN THE NORTHWEST MARANA AREA PLAN AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIGATION EASEMENT HAS BEEN BE RECORDED ON THIS PROPERTY AT DOCKET 12483, PAGE 1904.

20. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150-FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.

21. THIS PROPOSED SUBDIVISION IS LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 500-YR FLOODPLAIN, WHICH DOES NOT REGULATE THE DEVELOPMENT OF THIS PROJECT.

22. THE TOWN OF MARANA ENVIRONMENTAL PROJECTS MANAGER WILL BE CONTACTED AT 382-2658 THIRTY DAYS PRIOR TO GRADING AND ALLOWED TO PERFORM A BURROWING OWL SURVEY, AT NO COST TO THE DEVELOPER.

23. THE USE OF COMMON AREA "A-3" SHOWN ON THE PLAT IS PRIMARILY FOR THE CONVEYANCE AND STORAGE OF FLOODWATERS. SECONDARY USES SUCH AS, LANDSCAPING, UTILITIES, AND RECREATION USES ARE PERMITTED WHEN THESE USES DO NO CONFLICT OR IMPEDE THE PRIMARY USE OF THIS COMMON AREA.

GENERAL NOTES CONTINUED

24. PER THE DEVELOPMENT AGREEMENT 2.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF THE ORDINANCE AND TOWN ORDINANCE No. 99.02, DEVELOPER SHALL PAY $500 PER ACRE OF AFFECTED PROPERTY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THE TOTAL OBLIGATION OF DEVELOPER FOR THE PROJECT IS $273,500 ($500 x 547 AFFECTED ACRES). DEVELOPER SHALL PAY THIS OBLIGATION AT THE RATE OF $11,892 PER BLOCK, FOR EACH OF THE 23 RESIDENTIAL BLOCKS ACCORDING TO THE APPROVED PRELIMINARY BLOCK PLAT. THIS PAYMENT SHALL BE PAYABLE UPON THE RELEASE OF ASSURANCES OR ISSUANCE OF SUBSTITUTE ASSURANCES POSTED TO ASSURE THE COMPLETION OF IMPROVEMENTS SET FORTH ON THE FINAL PLAT, FOR EACH BLOCK OF DEVELOPMENT DELINEATED ON THE APPROVED PRELIMINARY BLOCK PLAT.

25. SOME OR ALL OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.

26. ALL HYDRANTS SHALL BE IN PLACE, TESTED, AND SERVICEABLE VIA AN ALL WEATHER ACCESS ROAD PRIOR TO ANY COMBUSTIBLE CONSTRUCTION.

27. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 46 KV OR OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.

28. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAIANGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED PRIOR TO ANY PLAN APPROVALS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY. THE HOMEOWNER'S ASSOCIATION SHALL REVIEW AND APPROVE ALL INSTALLATIONS WITHIN THE RIGHTS-OF-WAY PRIOR TO AND UPON COMPLETION, AS THESE ITEMS WILL BE REGULATED UNDER THE LICENSE AGREEMENT EXECUTED BETWEEN THE HOMEOWNER'S ASSOCIATION AND THE TOWN OF MARANA.

29. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.

DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM ALL AND THE ONLY PARTY HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. I HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

I, THE UNDERSIGNED, MY SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

PRIVATE DRAINAGEWAYS AND COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE THE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO.201665-T, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

BY: _____ 5/16/17
DIANE L. SLOANE, TRUST OFFICER — DATE

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

RACHEL L TURNIPSEED
Notary Public - Arizona
Pima County
My Commission Expires
7-2-2020

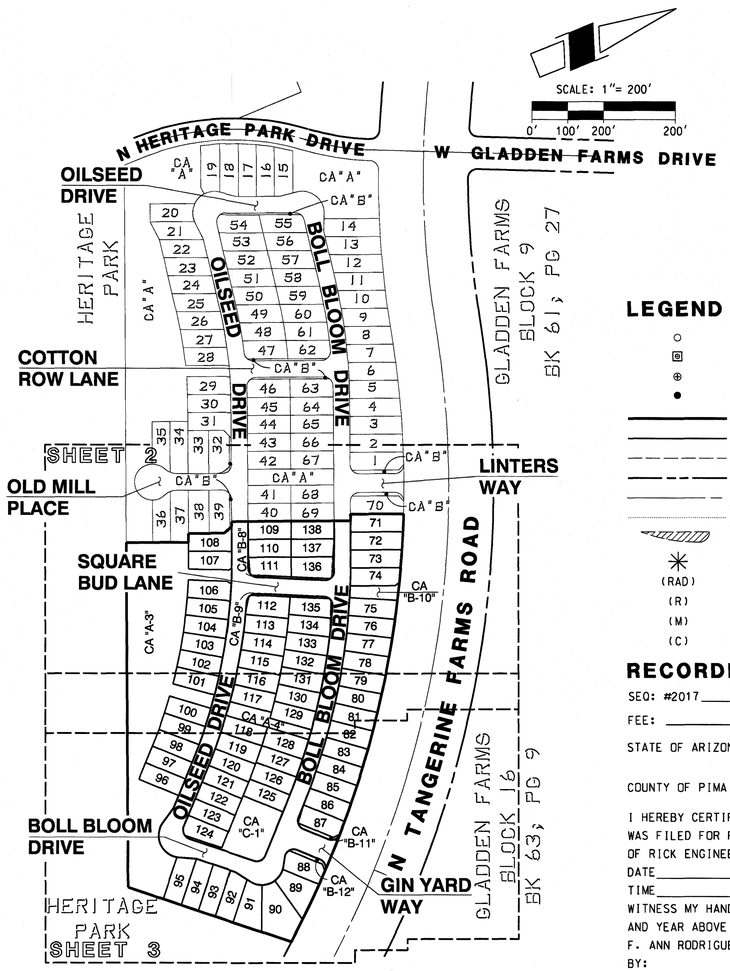
ON THIS 16th DAY OF May, 2017, BEFORE ME PERSONALLY APPEARED DIANE L. SLOANE, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TRUST NO. 201665-T AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

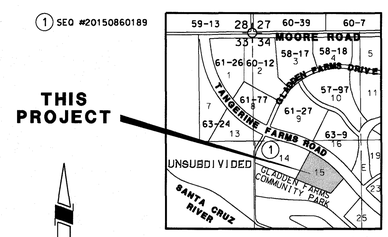
7-2-2020 — Rachel L. Turnipseed
MY COMMISSION EXPIRES — NOTARY PUBLIC

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201665-T, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

KB HOME TUCSON, INC., AN ARIZONA CORPORATION
201 NORTH BONITA AVENUE, SUITE 105
TUCSON, ARIZONA 85745





SCALE: 3" = 1 MILE

LOCATION MAP
SECTION 34, T 11 S, R 11 E
G & SRM, TOWN OF MARANA
PIMA COUNTY, ARIZONA

LEGEND

○	FOUND SURVEY MONUMENT AS NOTED
◙	2" BRASS CAP SURVEY MONUMENT TO BE SET BY RLS
⊕	FOUND ½" REBAR WITH IDENTIFICATION TAG, LS 17479
●	LOT CORNER TO BE SET BY RLS
———	SUBDIVISION BOUNDARY LINE
———	PROPERTY LINE
– – – –	EASEMENT BOUNDARY
———	EXISTING RIGHT OF WAY
———	SECTION LINE
———	QUARTER SECTION LINE
▨	SIGHT VISIBILITY EASEMENT
✳	DRIVEWAY ORIENTATION ON LOT
(RAD)	INDICATES LINE IS RADIAL (TO CLOSEST CURVE)
(R)	RECORD VALUE
(M)	MEASURED VALUE
(C)	CALCULATED VALUE

RECORDING

SEQ: #2017_____
FEE: _____

STATE OF ARIZONA } SS.
COUNTY OF PIMA }

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE_____
TIME_____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
F. ANN RODRIGUEZ, COUNTY RECORDER
BY: _____
DEPUTY

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 34, T 11 S, R 11 E, FROM THE P.C.D.O.T. AND FLOOD CONTROL DISTRICT, SANTA CRUZ RIVER LOWER BANK PROTECTION PLANS W.O. NUMBER 4F918A, SAID BEARING BEING N89°25'06"E.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST NO.201665-T FROM TITLE SECURITY AGENCY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS RECORDED IN SEQ #2017_____, HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA — DATE

WATER ADEQUACY

THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

_____
MARANA WATER DIRECTOR - TOWN OF MARANA — DATE

CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

REGISTERED LAND SURVEYOR
17479
DOUGLAS E. SCHNEIDER
5/16/17
ARIZONA U.S.A.
Expires 6/30/19

RELATED CASES:
PRV1412-001
PRV-14028P
PCZ-07116
PRV-04047
PCZ-99103

TOWN OF MARANA APPROVALS

_____, P.E.
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEERING MANAGER — DATE

_____
MARANA PLANNING DIRECTOR — DATE

_____
MARANA WATER DIRECTOR - TOWN OF MARANA — DATE

I,_____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2017.

_____
TOWN CLERK — DATE

FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 14 & 15 PHASE II

LOTS 71-138 & COMMON AREAS: "A-3" & "A-4"
(LANDSCAPE/DRAINAGE/PUBLIC AND PRIVATE UTILITIES/RECREATION)
"B-8"-"B-12" (LANDSCAPE/PUBLIC AND PRIVATE UTILITIES)
"C-1" (LANDSCAPE/RECREATION)
RESUBDIVISION OF BLOCK A OF BLOCKS 14 & 15 OF GLADDEN FARMS
SEQ #20150860189 SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1703-001
SHEET 1 OF 3

RICK ENGINEERING COMPANY
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TUCSON, AZ 85712
520-795-1000
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San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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SEQ # 2017

SEQ # 2017 _____

KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY THIS PLAT
3. PUBLIC SIGHT VISIBILITY EASEMENT GRANTED BY THIS PLAT

EASEMENT ANNOTATION

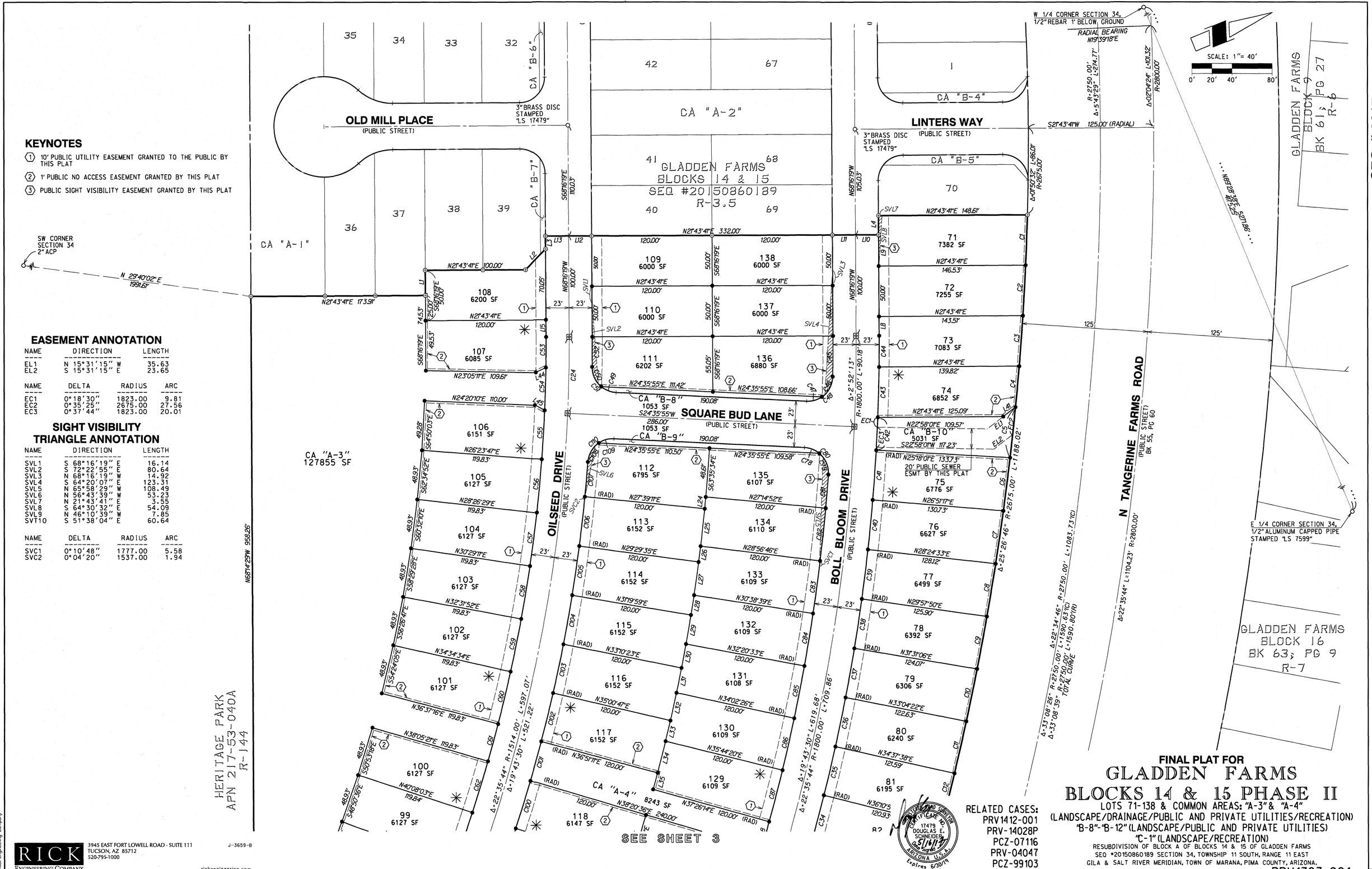
NAME	DIRECTION	LENGTH
EL1	N 15°31'15" W	35.63
EL2	S 15°31'15" E	23.65

NAME	DELTA	RADIUS	ARC
EC1	0°18'30"	1823.00	9.81
EC2	0°35'25"	2675.00	27.56
EC3	0°37'44"	1823.00	20.01

SIGHT VISIBILITY TRIANGLE ANNOTATION

NAME	DIRECTION	LENGTH
SVL1	S 68°16'19" E	16.14
SVL2	S 72°22'55" E	80.64
SVL3	N 68°16'19" W	14.92
SVL4	S 64°20'07" E	123.31
SVL5	N 65°58'29" W	108.49
SVL6	N 56°43'39" W	53.23
SVL7	N 21°43'41" E	3.55
SVL8	S 64°30'32" E	54.09
SVL9	N 46°10'39" W	7.85
SVT10	S 51°38'04" E	60.64

NAME	DELTA	RADIUS	ARC
SVC1	0°10'48"	1777.00	5.58
SVC2	0°04'20"	1537.00	1.94



HERITAGE PARK
APN 217-53-040A
R-144

N68°14'29"W 958.26'

RELATED CASES:
PRV1412-001
PRV-14028P
PCZ-07116
PRV-04047
PCZ-99103

17479 DOUGLAS E. SCHNEIDER REGISTERED LAND SURVEYOR ARIZONA U.S.A. Expires 6/30/19

FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 14 & 15 PHASE II

LOTS 71-138 & COMMON AREAS: "A-3" & "A-4"
(LANDSCAPE/DRAINAGE/PUBLIC AND PRIVATE UTILITIES/RECREATION)
"B-8"-"B-12" (LANDSCAPE/PUBLIC AND PRIVATE UTILITIES)
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RESUBDIVISION OF BLOCK A OF BLOCKS 14 & 15 OF GLADDEN FARMS
SEQ #20150860189 SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1703-001
SHEET 2 OF 3

SEQ # 2017

RICK ENGINEERING COMPANY
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J-3659-B

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SEQ # 2017

SEE SHEET 2

CURVE ANNOTATION

NAME	DELTA	RADIUS	ARC
C1	1°04'19"	2675.00	50.04
C2	1°04'22"	2675.00	50.09
C3	1°04'28"	2675.00	50.16
C4	0°52'26"	2675.00	40.79
C5	1°05'07"	2675.00	50.66
C6	1°08'17"	2675.00	53.13
C7	1°08'09"	2675.00	53.03
C8	1°08'03"	2675.00	52.95
C9	1°07'58"	2675.00	52.88
C10	1°07'53"	2675.00	52.82
C11	1°07'50"	2675.00	52.78
C12	1°07'48"	2675.00	52.75
C13	1°07'25"	2675.00	52.46
C14	1°07'46"	2675.00	52.73
C15	1°07'47"	2675.00	52.74
C16	1°07'49"	2675.00	52.77
C17	1°07'52"	2675.00	52.81
C18	0°48'33"	2675.00	37.77
C19	1°11'21"	2675.00	55.52
C20	1°11'21"	2675.00	55.52
C21	0°50'46"	2675.00	39.50
C22	2°18'25"	2675.00	107.71
C23	0°21'02"	2675.00	16.37
C24	2°52'13"	1514.00	75.85
C25	91°11'20"	25.00	39.79
C26	53°07'48"	25.00	23.18
C27	36°52'12"	25.00	16.09
C28	90°00'00"	25.00	39.27
C29	0°22'40"	1823.00	12.02
C30	1°33'16"	1823.00	49.46
C31	1°33'16"	1823.00	49.46
C32	1°33'16"	1823.00	49.46
C33	1°33'16"	1823.00	49.46
C34	1°32'47"	1823.00	49.20
C35	1°33'16"	1823.00	49.46
C36	1°33'16"	1823.00	49.46
C37	1°33'16"	1823.00	49.46
C38	1°33'16"	1823.00	49.46
C39	1°33'16"	1823.00	49.46
C40	1°33'16"	1823.00	49.46
C41	1°33'16"	1823.00	49.46
C42	1°01'35"	1823.00	32.66
C43	1°34'20"	1823.00	50.03
C44	0°58'24"	1823.00	30.97
C45	1°18'02"	1777.00	40.33
C46	54°42'00"	25.00	23.87
C47	36°52'12"	25.00	16.09
C48	91°34'12"	25.00	39.95
C49	36°52'12"	25.00	16.09
C50	51°22'09"	25.00	22.41
C51	88°14'21"	25.00	38.50
C52	1°06'34"	1537.00	29.76
C53	1°09'58"	1491.00	30.34
C54	1°38'03"	1491.00	42.52
C55	1°52'03"	1491.00	48.60
C56	2°02'41"	1491.00	53.21
C57	2°02'41"	1491.00	53.21
C58	2°02'41"	1491.00	53.21
C59	2°02'41"	1491.00	53.21
C60	2°02'41"	1491.00	53.21
C61	1°28'05"	1491.00	38.20
C62	2°02'41"	1491.00	53.21
C63	2°02'41"	1491.00	53.21
C64	2°02'41"	1491.00	53.21
C65	0°06'09"	1491.00	2.67
C66	117°52'17"	60.00	123.43
C67	4°24'04"	60.00	4.61
C68	122°16'21"	60.00	128.04
C69	31°55'45"	60.00	33.44
C70	36°25'12"	60.00	38.14
C71	37°59'43"	60.00	39.79
C72	7°39'30"	60.00	8.19
C73	114°10'10"	60.00	119.56
C74	50°58'49"	25.00	22.24
C75	53°07'48"	25.00	23.18
C76	104°06'38"	25.00	45.43
C77	91°11'21"	25.00	39.79
C78	36°52'12"	25.00	16.09
C79	54°42'00"	25.00	23.87
C80	91°34'12"	25.00	39.95
C81	1°04'45"	1777.00	33.47
C82	1°41'54"	1777.00	52.67
C83	1°41'54"	1777.00	52.67
C84	1°41'54"	1777.00	52.67
C85	1°41'54"	1777.00	52.67
C86	1°41'54"	1777.00	52.67
C87	1°41'54"	1777.00	52.67
C88	0°54'23"	1777.00	28.11
C89	1°50'24"	1777.00	57.07
C90	1°42'16"	1777.00	52.87
C91	1°41'54"	1777.00	52.67
C92	0°44'15"	1777.00	22.87
C93	85°56'55"	25.00	37.50
C94	36°52'12"	25.00	16.09
C95	57°10'54"	25.00	24.95
C96	94°03'05"	25.00	41.04
C97	0°27'58"	1537.00	12.51
C98	1°50'03"	1537.00	49.20
C99	1°50'24"	1537.00	49.36
C100	1°50'24"	1537.00	49.36
C101	1°29'25"	1537.00	39.98
C102	1°50'24"	1537.00	49.36
C103	1°50'24"	1537.00	49.36
C104	1°50'24"	1537.00	49.36
C105	1°50'24"	1537.00	49.36
C106	1°50'24"	1537.00	49.36
C107	1°17'37"	1537.00	34.70
C108	51°22'09"	25.00	22.41
C109	36°52'12"	25.00	16.09
C110	88°14'21"	25.00	38.50

HERITAGE PARK
APN 217-53-040A
R-144

N68°14'29"W 958.26'

SCALE: 1"= 40'
0' 20' 40' 80'

KEYNOTES

1. 10' PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
2. 1' PUBLIC NO ACCESS EASEMENT GRANTED BY THIS PLAT
3. PUBLIC SIGHT VISIBILITY EASEMENT GRANTED BY THIS PLAT

LINE ANNOTATION

NAME	DIRECTION	LENGTH
L1	N 68°16'19" W	25.00
L2	N 23°20'39" W	28.32
L3	N 68°16'19" W	12.92
L4	N 68°16'19" W	19.03
L5	S 87°17'53" W	31.44
L6	N 2°42'07" W	33.74
L7	N 45°40'35" W	25.44
L8	N 68°16'19" W	19.03
L9	N 68°16'19" W	30.97
L10	S 21°43'44" W	23.00
L11	S 21°43'38" W	23.00
L12	S 21°43'41" W	23.00
L13	S 21°43'41" W	23.00
L14	NOT USED	NOT USED
L15	S 68°16'19" E	17.03
L16	S 45°40'35" E	38.55
L17	N 40°16'20" E	14.36
L18	N 54°22'58" E	38.29
L19	N 54°22'58" E	11.71
L20	N 59°47'12" W	26.65
L21	S 45°40'35" E	28.29
L22	N 45°40'35" W	34.68
L23	N 45°40'35" W	37.49
L24	S 62°32'58" E	11.72
L25	S 61°42'02" E	37.39
L26	S 60°46'50" E	15.82
L27	S 59°55'53" E	33.29
L28	S 59°00'41" E	19.92
L29	S 58°09'44" E	29.19
L30	S 57°14'32" E	24.02
L31	S 56°23'35" E	25.09
L32	S 55°28'03" E	28.12
L33	S 54°37'26" E	20.99
L34	S 53°42'14" E	32.22
L35	S 52°51'18" E	16.89
L36	S 48°02'39" E	3.92
L37	S 47°11'43" E	45.19
L38	S 46°15'41" E	8.82
L39	S 45°44'33" E	40.79
L40	S 45°40'35" E	9.21
L41	S 15°31'15" E	15.52
L42	S 4°11'16" E	20.72
L43	S 87°09'54" E	20.72
L44	S 3°29'53" E	11.17
L45	N 50°55'13" E	11.17

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RELATED CASES:
PRV1412-001
PRV-14028P
PCZ-07116
PRV-04047
PCZ-99103

FINAL PLAT FOR
GLADDEN FARMS
BLOCKS 14 & 15 PHASE II

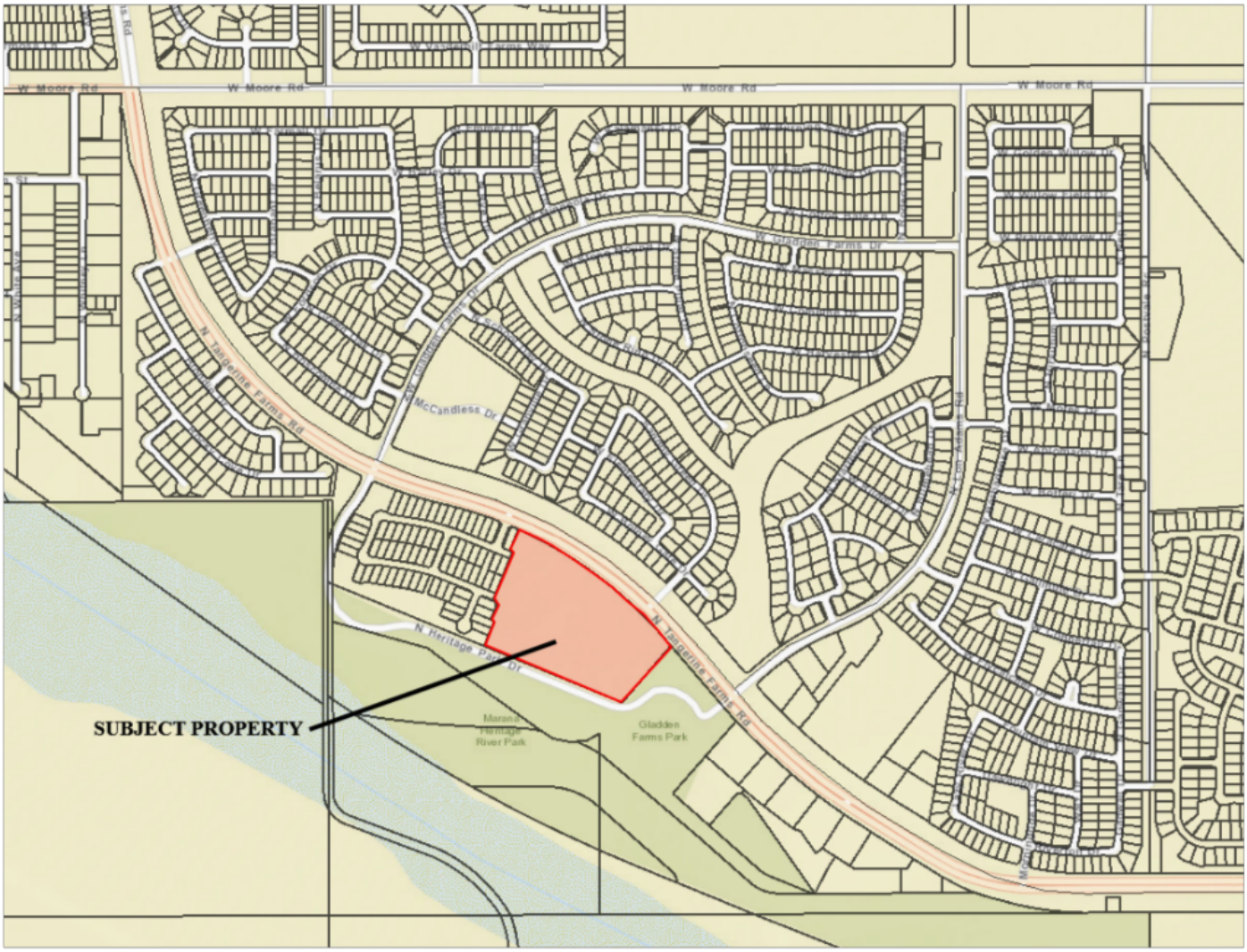
LOTS 71-138 & COMMON AREAS: "A-3" & "A-4"
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"B-8"-"B-12" (LANDSCAPE/PUBLIC AND PRIVATE UTILITIES)
"C-1" (LANDSCAPE/RECREATION)
RESUBDIVISION OF BLOCK A OF BLOCKS 14 & 15 OF GLADDEN FARMS
SEQ #20150860189 SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

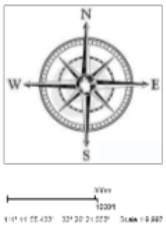
PRV1703-001
SHEET 3 OF 3

SEQ # 2017

SEQ # 2017 _____

Gladden Farms Blocks 14 & 15 Phase II
Lots 71-138 & Common Areas
Final Plat
Case: PRV1703-001





A request for final plat approval for a 68-lot detached single family residential subdivision on 12.93 acres within Block A of Gladden Farms Blocks 14 & 15.

Development Services / planning@maranaaz.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Gladden Farms Blocks 14 & 15 Phase 2 Lots 71-138	
Description of Project: Single-family Residential Subdivision	Number of Lots: 68
Parcel No.(s): 217-56-6540	Gross Area (Acres): 16.71
Project Address: Located south of Moore Road and west of Tangerine Farms Road.	
Ref. Project No.: PRV1412-001; PRV-14028P; PCZ-07116; PRV-04047; PCZ-99103	

CONTACT INFORMATION

Owner: Title Security Agency of Arizona, Trust No. 60,421	Contact Name: Rachel Turnipseed, Trust Officer		
Address: 2730 E. Broadway Boulevard, Suite 100	City: Tucson	State: AZ	Zip: 85716
Email: rachel.turnipseed@titlesecurity.com	Phone No.: (520) 747-1644		
Applicant: KB Home Tucson, Inc. an Arizona Corp.	Contact Name: John Ward		
Address: 201 N. Bonita Avenue, Suite 105	City: Tucson	State: AZ	Zip: 85745
Email: jwward@kbhome.com	Phone No.: (520) 241-9110		
Consultant/Engineer: Rick Engineering Company, Inc.	Contact Name: Dan Castro		
Address: 3945 East Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: dcastro@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Dan Castro		2/9/17
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV1703-001 **Date Received** 3/1/17

☐ Annexation	☐ Rezone	☐ Specific Plan	☐ General Plan Amendment
☐ Preliminary Plat	☒ Final Plat	☐ Significant Land Use Change	☐ Minor Land Division
☐ Variance	☐ Development Plan	☐ Development Plan Package	☐ Dedications / Easements
☐ Lic. Agreement	☐ Landscape Plan	☐ Conditional Use Permit	☐ Report (Type): _____
☐ SWPP	☐ Native Plant Plan	☐ Native Plant Exception	☐ Other: _____

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016

Council-Regular Meeting **C5**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Jennifer Christelman, Engineering Division Manager

From: Gus Myers, Engineering Technician

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-056: Relating to Development; accepting for maintenance certain public water improvements serving Willow Vista Subdivision at the southeast corner of Sandy Desert Trail and Cortaro Farms Road (Jennifer Christelman)

Discussion:

By accepting this resolution, the Town will accept for maintenance a public water system pressure booster station constructed by the developer to serve the Willow Vista subdivision and surrounding areas.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2017-056, accepting for maintenance the Willow Vista Z-Zone Booster Station public improvements.

Suggested Motion:

I move to adopt Resolution No. 2017-056, accepting for maintenance the Willow Vista Z-Zone Booster Station improvements.

Attachments

Resolution No. 2017-056

MARANA RESOLUTION NO. 2017-056

RELATING TO DEVELOPMENT; ACCEPTING FOR MAINTENANCE CERTAIN PUBLIC WATER IMPROVEMENTS SERVING WILLOW VISTA SUBDIVISION AT THE SOUTHEAST CORNER OF SANDY DESERT TRAIL AND CORTARO FARMS ROAD

WHEREAS the Willow Vista Z-Zone Booster Station is located on an approximately 0.07 acre parcel of land located at the southeast corner of Sandy Desert Trail and Cortaro Farms Road; and

WHEREAS Heater Investments, Inc. has completed certain public water improvements acceptable to Town standards as required to serve Willow Vista subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA that the Town accepts for maintenance public water improvements with an estimated value of $422,380, including a public water pressure booster facility, pumps, control mechanisms and associated piping., as depicted in the 17-page set of approved engineering plans prepared by the engineering firm Westland Resources dated 11 January 2016 under job number 1922.01 A 8000 entitled "Willow Vista Z-Zone Booster Station Construction Plans ENG1510-005" dated 11 January 2016.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

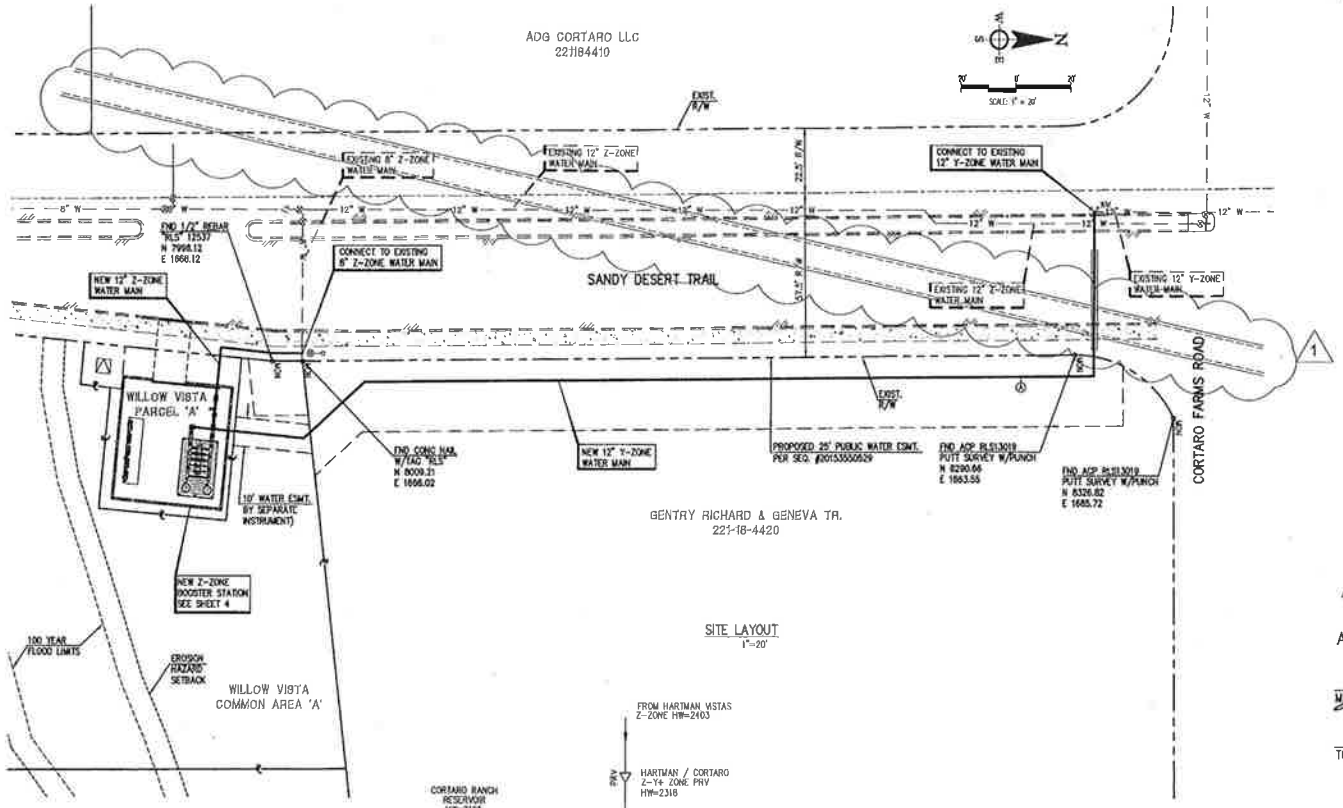
ATTEST:

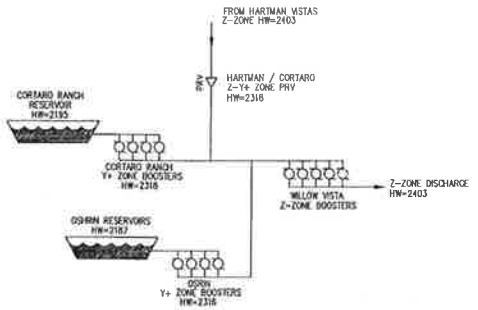
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

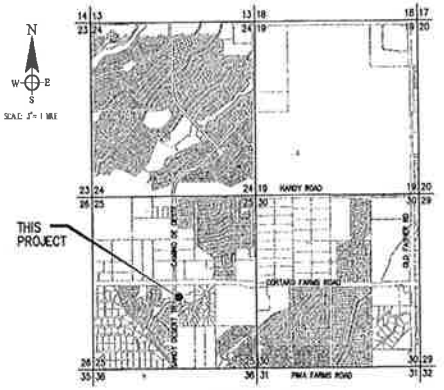
Frank Cassidy, Town Attorney

MARANA WATER
WILLOW VISTA
Z-ZONE BOOSTER STATION
CONSTRUCTION PLANS





SYSTEM SCHEMATIC



LOCATION MAP
A PORTION OF SECTION 25
T-12-S, R-12-E, G&SRM
PIMA COUNTY, ARIZONA

SHEET INDEX

SHEET 1 ____ COVER SHEET
SHEET 2 ____ TOWN OF MARANA STANDARD NOTE AND DETAIL SHEET
SHEET 3 ____ GENERAL NOTE SHEET
SHEET 4 ____ SITE LAYOUT PIPING AND GRADING PLAN
SHEET 5 ____ BOOSTER STATION DETAIL SHEET
SHEET 6 ____ 12" WATER MAIN PLAN AND PROFILE
SHEET 7 ____ DETAIL SHEET
SHEET 8 ____ ELECTRICAL SITE PLAN
SHEET 9 ____ CONDUIT SCHEDULE AND LIGHTING
SHEET 10 ____ ELECTRICAL SINGLE LINE DIAGRAM
SHEET 11 ____ ELECTRICAL CONTROL DIAGRAMS AND SPECIFICATIONS
SHEET 12 ____ ELECTRICAL DETAILS
SHEET 13 ____ TELEMETRY SYSTEM PANEL AND PROGRAMMING
SHEET 14 ____ TELEMETRY SYSTEM PANEL AND PROGRAMMING
SHEET 15 ____ STRUCTURAL NOTES AND DETAILS
SHEET 16 ____ BOOSTER STATION STRUCTURAL DETAILS
SHEET 17 ____ STRUCTURAL DETAILS
SHEET 17A ____ CONARCH CROSSING AND ELECTRIC RACK DETAILS

ACCEPTED:

MARANA WATER — DATE 1-19-16

TOWN ENGINEER / DEVELOPMENT MANAGER — DATE 1-25-16

OWNER
MARANA WATER
5100 W. WA ROAD
MARANA, ARIZONA 85743
PHONE: (520) 382-2570
FAX: (520) 382-2590
CONTACT: SCOTT SCHLADWEILER

DEVELOPER
HEATER INVESTMENTS INC, 401K PSP
7400 N. ORACLE RD. SUITE 321
TUCSON, ARIZONA 85704
PHONE: (520) 742-6750
CONTACT: JOE HEATER

AS-BUILT INFORMATION ONLY

NO.	DATE	BY	REVISION	APP.	DATE
1	8/31/16	JSS	AS-BUILT INFORMATION ONLY		

ENG 1510-005

MARANA WATER
WILLOW VISTA
Z-ZONE BOOSTER STATION
CONSTRUCTION PLANS
COVER SHEET

DESIGNED BY: T.A.M.	DRAWN BY: C.G.F.	CHECKED BY: T.A.M.	SHEET 1
DATE: JANUARY 11, 2016	PROJECT NO.: 1922.01 A 8000	SCALE: HORIZ. 1"=20' VERT:	OF 17

WESTLAND RESOURCES DRAWING PATH:

WestLand Resources, Inc.
Tucson • Phoenix • Flagstaff
4001 E. Paradise Falls Drive
Tucson, Arizona 85712 (520) 206-9585

EXHIBIT A

Council-Regular Meeting **C6**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Carl Drescher, Technology Services Director

Date: June 20, 2017

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2017-057: Relating to Public Safety; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for Pima County Wireless Integrated Network (PCWIN) subscriber services (Carl Drescher)

Discussion:

The Town has been accepted as a member of PCWIN. PCWIN will be supplying the Marana Police Department with 11 radios which will allow MPD to communicate with the other PCWIN agencies when necessary. This IGA defines the responsibilities of the Town and County for maintaining and repairing these PCWIN radios. The Town has elected to pay for any needed repairs to these PCWIN radios on a time and material basis. The time and material cost schedule has been supplied in Exhibit A to the IGA. All PCWIN radios must have an annual preventative maintenance check performed. Since the Town has elected to pay for repairs on a time and material basis, the Town must pay for this preventative maintenance check on each radio. This preventative maintenance check includes:

Inspect and clean the radios
Test/tune radios to factory specifications
Test / check antennae, dials, and buttons

Maintaining the radios with an annual checkup will ensure that the radios function properly. The annual cost of this preventative maintenance is $20.00 per radio or $220.00 per year.

Financial Impact:

Fiscal Year:	18
Budgeted Y/N:	Y
Amount:	$220.00

Staff Recommendation:

Staff recommends approval of this IGA with Pima County PCWIN.

Suggested Motion:

I move to adopt Resolution No. 2017-057, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for Pima County Wireless Integrated Network (PCWIN) subscriber services.

Attachments

Resolution No. 2017-057

Exhibit A - PCWIN IGA

MARANA RESOLUTION NO. 2017-057

RELATING TO PUBLIC SAFETY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PIMA COUNTY WIRELESS INTEGRATED NETWORK (PCWIN) SUBSCRIBER SERVICES

WHEREAS Pima County has implemented a regional public safety communications network known as the Pima County Wireless Integrated Network (PCWIN); and

WHEREAS the Town has agreed to participate in the PCWIN Communications Network; and

WHEREAS the County is willing to provide communication service and equipment maintenance to the Town for the Town's PCWIN-related equipment; 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 and Pima County for Pima County Wireless Integrated Network (PCWIN) subscriber services, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized 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 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PIMA COUNTY WIRELESS INTEGRATED NETWORK PROJECT: SUBSCRIBER SERVICES GRANTEE: TOWN OF MARANA CONTRACT NO.: CTN-WIN- ESTIMATED ANNUAL REVENUE: ~~$413.49~~ 220.00 TOTAL CONTRACT AMOUNT NOT TO EXCEED: $: 2,067.45	

INTERGOVERNMENTAL AGREEMENT FOR PCWIN SUBSCRIBER SERVICES BETWEEN PIMA COUNTY AND TOWN OF MARANA

THIS INTERGOVERNMENTAL AGREEMENT (Agreement), is made and entered into by and between Pima County, a political subdivision of the State of Arizona ("County") and Town of Marana (hereafter referred to as "Agency") pursuant to A.R.S. §11-952 *et seq.*

WHEREAS County and Agency may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §§11-951 through 11- 954 and 41-2631 through 41-2634; and

WHEREAS County has implemented a regional public safety communications network known as the Pima County Wireless Integrated Network ("***PCWIN***"); and

WHEREAS Agency has agreed to participate in the PCWIN Communications Network; and

WHEREAS Agency desires to use radio subscribers on PCWIN and does not have the ability to maintain same; and

WHEREAS County has facilities and resources to maintain and service PCWIN subscriber equipment; and

WHEREAS County is willing to provide communication service and equipment maintenance to Agency.

NOW, THEREFORE County and Agency agree as follows:

1. Purpose

The purpose of this Agreement is to set forth the responsibilities of the parties and provide communication service and equipment maintenance to Agency.

2. Scope

2.1. County, through its PCWIN, Wireless Services Division, will provide communication equipment maintenance to Agency at 1313 South Mission Road, Building 27S, Tucson, Arizona, 85713. County will only provide communication equipment maintenance to PCWIN communications equipment owned or leased by Agency, and all affected equipment must be clearly marked or identified as such.

2.2. County guarantees communication equipment maintenance work for ninety (90) days and will pass on to Agency any parts warranty provided by the manufacturer. If County communication equipment maintenance work or replacement parts fail in normal service within that period, County will make additional repairs at no additional charge to Agency. County provides no other express warranty on communication equipment maintenance work. Any implied warranty of merchantability or fitness is limited to the ninety (90) day duration of this warranty.

2.3. Agency is liable for all damages to the County facility caused by Agency in the course of maintaining the Agency's communication equipment, except for damages that result from the sole negligence of County.

3. Payment

3.1. County will bill Agency monthly through the Finance Department, Revenue Management Division for maintenance services. This service will be billed in arrears of the service provided. Current rates are outlined in Exhibit A. Exhibit B requires Agency to opt for either monthly or time and materials billing; provided, however, that Agency may opt for **both** monthly and time and materials payment. Agency will pay County within thirty (30) days of receipt of County's bill.

3.2. If, after ten (10) days additional written notice to Agency, it fails to pay the full amount due, County may terminate this Agreement immediately upon written notice to Agency.

3.3. County reserves the right to increase the rates set forth in Exhibit A as applicable to Agency, if County's actual costs for labor or materials increase. County will provide sixty (60) days' written notice of any increase in rates or charges to Agency.

4. Term and Termination

4.1. County and Agency will within their lawful methods of financing provide for payment of the costs and expenses of their obligations arising each year under this Agreement from current annual budgeted funds for that year.

The initial term of this Agreement begins upon the signing of this Agreement by both Parties (the "Effective Date") and is effective for five (5) years unless otherwise terminated in accordance with 4.3 below. This agreement may be renewed for additional (5) five-year terms as long as Agency maintains its membership in PCWIN. Notwithstanding the foregoing, this Agreement automatically terminates upon dissolution of the PCWIN Cooperative.

Agency may select a new maintenance option, Monthly Maintenance or Time and Material, by written notice to County annually by March 30th. Any changes that result in a reduction in the approved budgeted amount will be effective July 1st of the following fiscal year. If Agency desires no changes, the existing maintenance will remain in effect.

4.2. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors or Agency's governing body do not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County will have no further obligation to Agency, and Agency's only obligation to County will be payment for services rendered and the satisfaction of any other obligations under this Agreement

4.3. Either party may terminate this Agreement by issuing a written notice of its intention to terminate this Agreement at least one hundred eighty (180) days prior to the anniversary of the Effective Date.

5. Severability

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

6. Indemnification

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.

In addition, Agency will indemnify, defend, save and hold harmless Pima County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency or any of the directors, officers, agents, or employees or contractors of Agency. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Agency to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Agency from and against any and all claims. Agency will

be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

7. Americans With Disabilities Act

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

8. Cancellation For Conflict Of Interest

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

9. No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement will create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any of Agency's employees, or between Agency and any County employees. None of the parties are liable for any debts, accounts, obligations or other liabilities whatsoever of the other party, including (without limitation) Agency's and County's obligation to withhold Social Security and income taxes for itself or any of its employees.

10. Insurance.

10.1. Coverages. Subject to section 10.5 below, the Parties to this Intergovernmental Agreement will obtain and maintain at their own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

10.1.1 Commercial General Liability. Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than $2,000,000.00, endorsed to include County as an additional insured with coverage at least as broad as ISO form CG 20 10.

10.1.2 Commercial General Automobile Liability. Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than $1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).

10.1.3 Workers' Compensation. Statutory limits, with Employers' Liability coverage in an amount not less than $1,000,000.00 per injury, illness, or disease.

10.1.4 Property. Property insurance covering the Party's real and personal property.

10.2. Changes to Insurance Requirements. County retains the right to reasonably

increase the limits or types of coverage from time to time as determined in the best interests of County by Pima County Risk Management.

10.3. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by liability or property insurance coverage.

10.4. Certificates of Insurance. The Parties will provide each other with current certificates of insurance within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Intergovernmental Agreement of cancellation, non-renewal or material change.

10.5. Self-Insurance Pool. The requirements of this Section 10 above may be alternatively met by the Parties through self-insurance or participation in a governmental insurance risk pool, at no less than the minimal levels set forth in this article. If applicable, Parties to this Intergovernmental Agreement will provide all other Parties with certificates of self-insurance under A.R.S. §§ 11- 261 and 11-981 (or if a school district, § 15-382) or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, (if a school district, § 15-382) within thirty (30) days of the execution of this Intergovernmental Agreement. All certificates must provide for guaranteed thirty (30) days' written notice to all other Parties of cancellation, non-renewal or material change.

11. Compliance with Laws

The parties will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this Agreement require a license issued by the Arizona Registrar of Contractors (ROC), County certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Agreement must be filed and maintained in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the term of this agreement apply, but do not require an amendment.

12. Non-Discrimination

Agency agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this agreement as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.** During the performance of this agreement, Agency will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. No Third Party Beneficiaries

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by

imposing
any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

14. Workers' Compensation

Agency will comply with the notice of A.R.S. §23-1022 (E). For purposes of A.R.S. §23-1022, Agency is considered the primary employer of all personnel currently or hereafter employed by Agency, irrespective of the operations of protocol in place, and Agency has the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of its employees.

15. Notice

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

COUNTY:
Rick Brown
PCWIN, Wireless Services Manager
1313 S. Mission Road
Building 27S
Tucson, AZ 85713
520-724-7574
Rick.Brown@pima.gov

TOWN OF MARANA:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

PIMA COUNTY

_____
Chair, Board of Supervisors

_____
Date

TOWN OF MARANA

_____
Authorized Officer Signature

_____
Printed Name and Title

_____
Date

ATTEST

_____
Clerk of Board

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Executive Director, Pima County Wireless Integrated Network

_____
Date

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Intergovernmental Agreement between Pima County and Town of Marana has been reviewed pursuant to A.R.S. § 11-952 *et seq.* by 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 those Parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

_____
Deputy County Attorney, Civil Division

_____
Date

AGENCY NAME: TOWN OF MARANA

_____
Print Name, Title

_____
Signature

_____
Date

EXHIBIT A

PCWIN Wireless Services

Monthly Subscriber Maintenance Services

ITEM	PRICE
Subscriber Services Provided; • Programming • New radio activation • Basic troubleshooting • Load/remove encryption key • Radio inhibit (lost or stolen) -Documentation will need to be provided • Loaner radio during radio repairs, if available	**$8.00 per radio, Monthly fee**
Parts/accessories replaced; • Knobs • Belt Clips • Batteries • Antennas • Dust Covers • Single Unit Desk Chargers • Dual Head Conversion Kits	**No Charge**
Radio Reactivation/Deactivation fee	**$50 per occurrence, per radio**
FedEx Shipping Flat Rate Fee	**$20**
Annual Preventative Maintenance	**No Charge**
Preventative Maintenance includes: <u>Portable Radios</u> ✓ Inspect and clean ✓ Test/tune radio to factory specifications <u>Mobile Radios</u> ✓ Inspect and clean ✓ Pre/post inspection of vehicle ✓ Test coax and antenna ✓ Removal and installation of radio ✓ Test/tune radio to factory specifications <u>Control Station</u> ✓ Inspect and clean ✓ Test/tune radio to factory specifications	No Charge

NOTES

1. Motorola depot cost(s) and applicable taxes are the responsibility of the agency.
2. Damage caused by physical abuse, chemicals, or liquids are NOT covered.
3. Covered replacement parts are a 1 for 1 swap; damaged/malfunctioning parts must be turned in to receive replacement.
4. Lost or stolen parts will be charged to the agency/department.
5. Repair or replacement of coax and wiring is not covered.

EXHIBIT A

PCWIN Wireless Services

Time and Material Subscriber Maintenance Services

ITEM	PRICE
Subscriber Services Provided; • New radio activation • Reprogramming repaired radio • UID changes • Talkgroup changes • Fleetmap modification • Load/remove encryption key • Radio inhibit (lost or stolen). Documentation will need to be provided	**$40.00 per hour, 1 hour minimum charge**
Radio Reactivation/Deactivation fee	**$50 per occurrence, per radio**
FedEx Shipping Flat Rate Fee	$20
Mileage	**$1.16 per mile**[1]
Annual Preventative Maintenance	**$20 per radio**
T&M Subscriber Services customers are required to have an annual preventative maintenance check performed on their radios which includes: Portable Radios ✓ Inspect and clean ✓ Test/tune radio to factory specifications Mobile Radios ✓ Inspect and clean ✓ Pre/post inspection of vehicle ✓ Test coax and antenna ✓ Removal and installation of radio ✓ Test/tune radio to factory specifications Control Station ✓ Inspect and clean ✓ Test/tune radio to factory specifications	

NOTES

1. Motorola depot cost(s) and applicable taxes are the responsibility of the agency.
2. Parts and materials used for repairs will be billed at current approved rate.

[1] Mileage computed from PCWIN Wireless Services, 1313 S. Mission Road, Tucson, AZ

EXHIBIT B

Agency Name	Town of Marana
County or COT Maintenance	County
Monthly / T&M / Both	T&M

	Totals
# of Mobiles	0
# of Portables	11
# of Control Stations	0
# of DVRSs	0
Totals	**11**

Monthly		$8 Monthly Fee ($96 Annual)
Mobiles	0	$ -
Portables	0	$ -
Control Stations	0	$ -
DVRs	0	$ -
Totals	**0**	**$ -**

T&M		$20 Base Annual Fee
Mobiles	0	$ -
Portables	11	$ 220.00
Control Stations	0	$ -
DVRs	0	$ -
Totals	**11**	**$ 220.00**

Grand Total	**11**	**$ 220.00**

*Additional programming fees may be incurred as additional radios are added to the PCWIN network.

Council-Regular Meeting **C7**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Steve Miller, Airport Manager

From: Jane Fairall, Deputy Town Attorney

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2017.015: Relating to Marana Regional Airport; amending Title 15 (Marana Regional Airport) of the Marana Town Code by replacing existing Title 15 with a comprehensive rewrite of Title 15; and designating an effective date (Steve Miller)

Resolution No. 2017-058: Relating to Marana Regional Airport; declaring as a public record filed with the Town Clerk the comprehensive rewrite of Marana Town Code Title 15 (Marana Regional Airport) adopted by Ordinance No. 2017.015 (Steve Miller)

Discussion:

On June 6, 2017, Town staff presented the proposed comprehensive rewrite of Title 15 of the Town Code. The presentation was the culmination of work over the course of the last year regarding the Marana Regional Airport rules and regulations. Title 15 was adopted in 2004 and has not been substantively revised since that time.

As part of the rewrite process, the Town held an open house and also offered an opportunity for citizens to submit written comments regarding the proposed revised rules and regulations. Additionally, the proposed revisions have been reviewed by the Federal Aviation Administration (FAA), the Arizona Department of Transportation (ADOT) Aeronautics Group, and the Northwest Fire District (NWFD).

Title 15 sets forth the rules and regulations for the safe, orderly, and efficient use of the airport, to protect the public health, safety, interest, and welfare. Proposed changes to Title 15 include:

- Incorporation of new FAA policies regarding appropriate and approved storage hangar usage.
- New fire code safety related operational procedures (e.g., battery chargers, flammable liquid storage).
- Improved security regulations (e.g., airport access).
- Revised fueling safety regulations.
- Overall increased comprehensiveness of airport rules.

Attached is both a clean copy of the proposed new Title 15 for adoption, as well as a redlined version showing changes between the proposed new Title 15 and existing Title 15.

Staff Recommendation:

Staff recommends approval of the proposed rewrite of Marana Town Code Title 15.

Suggested Motion:

I move to adopt Ordinance No. 2017.015, amending Title 15 (Marana Regional Airport) of the Marana Town Code by replacing existing Title 15 with a comprehensive rewrite of Title 15; and Resolution No. 2017-058, declaring the rewrite of Title 15 a public record.

Attachments

Ordinance No. 2017.015

Resolution No. 2017-058

Exhibit A - Title 15 Rewrite

Redline comparison of old Title 15 vs. new Title 15

MARANA ORDINANCE NO. 2017.015

RELATING TO MARANA REGIONAL AIRPORT; AMENDING TITLE 15 (MARANA REGIONAL AIRPORT) OF THE MARANA TOWN CODE BY REPLACING EXISTING TITLE 15 WITH A COMPREHENSIVE REWRITE OF TITLE 15; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS A.R.S. § 28-8411 authorizes the Town Council of the Town of Marana to undertake all activities necessary to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate and regulate an airport; and

WHEREAS A.R.S. § 28-8419 authorizes the Town Council to adopt rules for the use of airport facilities; and

WHEREAS the Town Council finds that the airport rules and 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 15 of the Marana Town Code "Marana Regional Airport" is hereby replaced with the comprehensive rewrite of Marana Town Code Title 15 "Marana Regional Airport," 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. 2017-058 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 15 "Marana Regional Airport":

15-1-8 Classification; enforcement; continuing violations; effect of revocation or suspension on prosecution

A. Whenever in this title any act is prohibited or declared to be unlawful or the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of that provision is a class one misdemeanor.

B. The provisions of this title and any resolutions, minimum standards or other rules and regulations promulgated under this title, and the provisions of any other ordinance or law related to the airport, may be enforced in any manner provided for by town ordinances and state or federal laws.

C. No delay or failure on the part of the town in enforcing any aspect of this title shall impair the town's enforcement action, nor shall any delay be construed as a waiver of such enforcement action.

D. No single or partial exercise of an enforcement action shall preclude any further exercise of enforcement right, or privilege of the town.

E. No waiver of any aspect of this title shall be valid unless made in writing and signed and dated by the airport director, and then only to the extent expressly specified in such writing and expressly permitted by this title.

F. Each day any violation continues shall constitute a separate offense.

G. Revocation or suspension of any license or permit required by this title or any state or federal law shall not be a defense against prosecution.

15-1-9 Administrative penalties

In addition to any other remedy available as a matter of law, violations of this title or of any rule, regulation, order, or instruction issued by the airport director may result in withdrawal of permission to use the airport and/or loss of unescorted AOA access privileges.

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 the thirty-first day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2017-058

RELATING TO MARANA REGIONAL AIRPORT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE COMPREHENSIVE REWRITE OF MARANA TOWN CODE TITLE 15 (MARANA REGIONAL AIRPORT) ADOPTED BY ORDINANCE NO. 2017.015

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the comprehensive rewrite of Marana Town Code Title 15 (Marana Regional Airport), 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 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TITLE 15. MARANA REGIONAL AIRPORT

CHAPTER 15-1. GENERAL

15-1-1 Short title

This title may be cited as the Marana regional airport rules and regulations.

15-1-2 Purpose and application of rules and regulations

A. The provisions of this title are intended for the safe, orderly and efficient operation of the airport and apply to all tenants, commercial aeronautical activity providers, and other persons using the airport for any reason.

B. Unless a particular regulation states otherwise, the regulations set forth in this title shall apply only on the airport property.

C. Violations of federal aviation regulations shall fall under the jurisdiction of the FAA.

15-1-3 Definitions

A. All definitions contained within the federal aviation regulations, 14 CFR part 1, shall be considered as included in this section.

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

1. "Air traffic" means aircraft operations anywhere in the airport traffic area and in the movement area.
2. "Air traffic control" means a service operated by a duly designated authority to direct air traffic movements and promote the safe, orderly, and expeditious flow of air traffic.
3. "Aircraft accident" or "aircraft incident" means a collision or other contact between a part of an aircraft and another aircraft, vehicle, person, stationary object or other thing that results in bodily injury, death or property damage; or an entry into or emerging from an aircraft or vehicle by a person that results in bodily injury or death of any person or property damage.
4. "Aircraft fuel" means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion engine or a jet or turbine engine.
5. "Aircraft maintenance" means all maintenance performed on an aircraft, including major aircraft alterations and repairs, and aircraft preventive maintenance.
6. "Aircraft operation" means an aircraft arrival at or departure from the airport.

7. "Aircraft owner" means any person holding legal title to an aircraft, as evidenced by an appropriate certificate of title if applicable, or any person authorized by the legal title holder to use or possess the aircraft.
8. "Aircraft parking area" means a hangar and apron location on the airport designated by the airport director for the parking and storage of aircraft.
9. "Aircraft preventive maintenance" means aircraft maintenance that is not a major aircraft alteration or repair, and does not involve complex assembly operations, and is similar to the types of work listed in 14 CFR part 43, appendix A, paragraph (c), except that for the purpose of this title, replacing prefabricated fuel lines shall be considered a major aircraft repair.
10. "Airport" means all of the town-owned or leased real and or personal property comprising the Marana regional airport as it now exists or as may hereafter be expanded and developed, including all of the facilities as shown on the most current FAA-approved airport layout plan (ALP).
11. "Airport director" means the person designated as the town of Marana's airport director, any person directed by the town manager to act as the airport director, or the airport director's authorized representative.
12. "Airport grant agreement" means an agreement between the FAA and an airport sponsor through which the airport sponsor received grant money from the FAA in exchange for committing to fulfill certain obligations related to the airport operated by the sponsor.
13. "Airport operations area" or "AOA" means all restricted ground areas of the airport, including taxiways, runways, loading ramps, and parking areas; the AOA is divided into two distinct areas: the "movement" area and the "non-movement" area.
14. "Airside" means the portion of an airport that contains the facilities necessary for the operation of aircraft.
15. "Apron" or "ramp" means an area designed for loading or unloading passengers and/or cargo, refueling, catering, parking or maintenance of aircraft.
16. "AWOS" means automated weather observation system.
17. "Based aircraft" means an aircraft that meets all of the following criteria:

a. The owner physically locates the aircraft at the airport with the intent and purpose for the aircraft to remain for an undetermined period; and

b. Whenever absent from the airport, including for a limited or seasonal duration, the aircraft's owner intends to return the aircraft to the airport for permanent storage; and

c. The aircraft's presence on the airport is not transitory in nature.

18. "Based commercial aeronautical activity provider" means a commercial aeronautical activity provider that has been given permission by the airport director to conduct its business using an airport hangar or other airport facility as the primary location for its business.

19. "Commercial activity" means the conduct of any aspect of a business, concession or service in order to provide goods or services to any person for compensation, including any such activity conducted by a charitable or non-profit organization.

20. "Commercial aeronautical activity" means any commercial activity that involves, makes possible, or is required for the operation of aircraft or an airport, or that contributes to or is required for the safety of such operations, including, but not limited to, the following activities:

a. Aircraft sales and services

b. Airframe and power plant repair services

c. Aircraft rental services

d. Flight training services

e. Aircraft charter or on-demand air taxi services

f. Air ambulance services

g. Airborne mineral exploration

h. Aircraft management services

i. Radio, instrument or propeller repair services

j. Aerial applications (e.g., crop-dusting, fire suppression)

k. Aviation fuels and petroleum product sales

l. Sale of aviation parts

m. Lease, sublease, or rental permit of any aircraft hangar, shade, tie-down, or other parking space

n. Banner towing and aerial advertising

o. Aerial photography or survey

p. Powerline or pipeline patrol

q. Aircraft washing and cleaning services

r. Any other commercial activity that is directly related to the operation, maintenance, repair, or storage of aircraft or the operation of the airport

21. "Commercial aeronautical activity provider" means any person that provides a commercial aeronautical activity on the airport.

22. "Commercial operating permit" means a permit that has been approved and issued by the airport director, prior to conducting any commercial business at the airport.

23. "Disabled aircraft" means an aircraft that remains in the movement area following an aircraft accident or incident or other event that renders it non-airworthy.

24. "FAA" means the federal aviation administration.

25. "FAA certificate of aircraft registration" means the FAA form that shows aircraft type and current ownership.

26. "FAR" means federal aviation regulations.

27. "Federal airport grant assurance obligations" means provisions within a federal airport grant agreement with which the recipient of federal airport development funding has agreed to comply in exchange for the assistance provided.

28. "Fixed base operator" or "FBO" means the company that conducts the servicing of general aviation within the airport restricted area.

29. "Foreign object debris" or "FOD" means any loose item (trash, metal, rocks, etc.) lying on the ground having the potential to cause significant damage to property or injury to aircraft and personnel in the AOA.

30. "Fuel handling" means the transportation, delivery, and draining of fuel or fuel waste products, and the fueling/defueling of aircraft.

31. "Fuel storage area" means any portion of the airport designated temporarily or permanently by the town as an area in which fuel may be stored or loaded.

32. "General aviation" means all types of civil aviation operations other than those conducted as a commercial aeronautical activity.

33. "Ground support equipment" or "GSE" means the support equipment at an airport used to service or support the operation of aircraft on the ground.

34. "Hangar" means an aircraft hangar used primarily for aircraft storage or aircraft maintenance.

35. "Hazardous materials" means any chemical, substance, material, waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive, or as a contaminate or pollutant, or other similar term, by, and/or that is subject to regulation under, any federal, state or local environmental or hazardous materials statute, regulation, or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.
36. "Helipad" means an apron that is designated solely for rotorcraft operations; the helipad is part of the airport movement area.
37. "Hold short line" means a pavement marking consisting of two solid yellow stripes followed by two dashed stripes extending across the width of the taxiway or runway indicating where an aircraft is required to stop as the marking indicates the close proximity of an active runway.
38. "Landside" means the portion of an airport that provides the facilities necessary for the processing of passengers, cargo, freight, vehicle parking, and ground transportation vehicles.
39. "Lease" means an agreement granting the right to occupy or use property during a certain period in exchange for a specified rent.
40. "Major aircraft alterations and repairs" means major aircraft alterations and/or repairs of the types listed in 14 CFR part 43 appendix A, paragraphs (a) and (b).
41. "Minimum operating standards" means those standards adopted by the town as the minimum requirements to be met as a condition for the privilege of conducting commercial activities at the airport, as such standards may be amended from time to time, and containing detailed provisions outlining the minimum building size and other standards acceptable by the airport for a business operating on the airport.
42. "Movement area" means the runways, taxiways, helipad, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft.
43. "Non-movement area" means all parking areas, tie-down areas, perimeter roads, aprons/ramps and other areas within the AOA that are not specifically designated as within the movement area.
44. "Non-tenant operator" means a person with no established office, station, or location on airport property and not having a lease agreement with the airport.
45. "NOTAM" means notice to airmen.

46. "NTSB" means the national transportation safety board.
47. "Perimeter roads" means gravel or paved roadways that circumnavigate the AOA.
48. "Permit" means a written document issued by the airport director, authorizing the recipient to conduct one or more commercial activities at the airport that the recipient would not otherwise be authorized (e.g., by a commercial lease) to conduct.
49. "Road" or "roadway" means any roadway within the boundaries of the airport and designated for use by vehicles, whether improved or unimproved and whether dedicated or not.
50. "Rules and regulations" means the version of this title in effect at any given time.
51. "Runway" means a defined rectangular surface on an airport prepared and suitable for the landing and takeoff of aircraft; runways have markings in white with white lights.
52. "Safety area" means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.
53. "Shade port" means an area used for the storage of aircraft or other items permitted by the airport director or for activities permitted by the airport director that is covered by a roof but no sides.
54. "Specialized aviation service operator" or "SASO" means a person that conducts one or more of the types of commercial aeronautical activities described in the airport minimum operating standards.
55. "Taxilane" means the portion of the aircraft parking areas used for access between taxiways and aircraft parking areas.
56. "Taxiway" means a paved and marked area established for taxiing of aircraft from one place on an airport to another; taxiways have markings in yellow with blue lights.
57. "Tenant" means any person authorized to occupy or use any portion of the airport on the basis of either a written lease or permit directly with or from the town, or a sublease with an entity that has a lease directly with the town; includes any entity that has an ownership interest in a hangar located on airport property, since that ownership interest is subject to both the lease under which the underlying land was leased from the town, and the sublease under which that land was subleased

from the entity (such as the FBO) that leased the land directly from the town.

58. "Tie-down" means an area used for the storage of aircraft or other items permitted by the airport director or for activities permitted by the airport director that is not covered by a roof.
59. "Traffic pattern" means the traffic flow that is established for aircraft landing at, taxiing on, or taking off from the airport.
60. "UAS" means unmanned aircraft system, commonly referred to as a drone.
61. "UNICOM" means a universal communication radio frequency used at uncontrolled airports for pilot communication, and to communicate with the FBO to arrange services such as parking, fuel, and general information.
62. "Vehicle" means a device other than an aircraft in, upon, or by which any person or property is or may be propelled, moved or drawn upon a roadway.
63. "Vehicle parking area" means any portion of the airport designated and made available temporary or permanently by the town for the parking of vehicles.
64. "Vehicular accident" means a collision or other contact between a part of one vehicle and another vehicle, or a person, stationary object or other thing that results in bodily injury, death or property damage; or an entry into or emerging from any vehicle by a person that results in bodily injury or death of any person or property damage.

15-1-4 Incorporation of rules and standards by reference

The following, as they may be amended from time to time, are hereby incorporated by reference as if set out at length in this title:

A. Marana regional airport minimum operating standards
B. Marana regional airport rates and fees, as established by a fee schedule adopted by the town council and amended from time to time
C. Marana regional airport ultra-light aircraft operating rules
D. Marana regional airport architecture and landscape design standards
E. Marana regional airport commercial leasing policy and application

15-1-5 Conflicting laws, ordinances, regulations, and contracts

A. In any case where a provision of this title is in conflict with any other provision of this title, or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule,

or regulation of the town, the provision that establishes the higher standard for the promotion and protection of the health and safety of people shall apply.

B. No existing or future town contract, lease agreement or other contractual arrangement, or any payment or performance thereunder, shall excuse any failure of full and complete compliance with this title.

C. Compliance with this title shall not excuse any failure of full and complete compliance with any obligations to the town under any existing or future town contract, lease agreement, or other contractual arrangement.

D. If any part of this title conflicts with federal or state law or regulation, then such federal or state authority shall take precedence.

15-1-6 Airport director's authority

In addition to other powers and duties set forth elsewhere in this title, the airport director has the following authority:

A. To issue rules, regulations, orders, and instructions necessary to administer this title, including posting signs at the airport which state or apply those rules, regulations, orders, or instructions.

B. To waive any portion of this title for up to 30 days to ensure public safety or the efficient use of the airport.

C. To close the airport or any portion of it using applicable FAA procedures, as appropriate, upon determining that conditions are unfavorable for aircraft operations.

D. To inspect all areas under lease to or occupied by tenants, including all hangars, at all reasonable times.

15-1-7 Airport staff's authority

Each member of the staff of the airport director, as a representative of the airport director, and any party acting under the direction of the airport director based on a contract with the town, is empowered to enforce the provisions of this title and all orders and regulations issued by the airport director.

15-1-8 Classification; enforcement; continuing violations; effect of revocation or suspension on prosecution

A. Whenever in this title any act is prohibited or declared to be unlawful or the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of that provision is a class one misdemeanor.

B. The provisions of this title and any resolutions, minimum standards or other rules and regulations promulgated under this

title, and the provisions of any other ordinance or law related to the airport, may be enforced in any manner provided for by town ordinances and state or federal laws.

C. No delay or failure on the part of the town in enforcing any aspect of this title shall impair the town's enforcement action, nor shall any delay be construed as a waiver of such enforcement action.

D. No single or partial exercise of an enforcement action shall preclude any further exercise of enforcement right, or privilege of the town.

E. No waiver of any aspect of this title shall be valid unless made in writing and signed and dated by the airport director, and then only to the extent expressly specified in such writing and expressly permitted by this title.

F. Each day any violation continues shall constitute a separate offense.

G. Revocation or suspension of any license or permit required by this title or any state or federal law shall not be a defense against prosecution.

15-1-9 Administrative penalties

In addition to any other remedy available as a matter of law, violations of this title or of any rule, regulation, order, or instruction issued by the airport director may result in withdrawal of permission to use the airport and/or loss of unescorted AOA access privileges.

CHAPTER 15-2. GENERAL USE OF AIRPORT

15-2-1 Conditions of use

A. The conditions under which the airport or any of it facilities may be used shall be as established pursuant to this title or otherwise by the town council.

B. Any permission directly, indirectly, expressly or implicitly granted by the town to enter upon or use the airport or any part of it is conditioned upon compliance with this title, and any rules, regulations, or minimum operating standards promulgated under this title, this code, and all other applicable state and federal laws, rules and regulations.

C. Entry upon the airport property by any person shall be deemed to constitute an agreement by that person to comply with all of the following:

1. This title
2. The requirements of any grant agreement to which the town is bound relating to the airport

3. Any and all orders or regulations promulgated by the town or the airport director
4. Any and all signs posted by or under the authority of the town or the airport director.
5. Any and all applicable laws and regulations of the United States and the state.

D. The town reserves the right to deny any or all use of or access to the airport to any person for any reasonable cause.

E. Unless expressly provided otherwise, any consent or permission of the town required under this title must be obtained in advance, in writing and signed and dated by the airport director.

F. Unless expressly provided otherwise, any notice or application to the town required under this title must be given in writing to the airport director during normal business hours at the airport office.

G. The privilege of using the airport and its facilities is conditioned upon the user's assumption of full responsibility and risk for that use. The town assumes no responsibility for injury or damage to persons or property of persons, stored on, or using the airport facilities, by reason of fire, theft, vandalism, weather, storm, flood, earthquake, or collision, nor does the town assume any liability for injury to persons while on the airport or while using airport facilities. By using the airport and its facilities, the user releases and agrees to hold harmless and indemnify the town and its officers, employees and agents from and against any liability or loss resulting from that use.

H. Any person accessing the airport shall be responsible for their actions and the actions of any person to whom they provide access, whether directly or indirectly.

I. No person other than those in an aircraft operating on the airport or in vehicles authorized to service or support such aircraft shall enter the AOA except with written approval of the airport director or other authorized representative. All persons authorized access to the AOA shall have suitable identification on their person when in the area.

J. No person may use the airport or its facilities, or engage in any conduct on or related to the airport, in any way that would cause the town to be in non-compliance with any of the town's federal and/or state airport grant assurance obligations.

K. All children under the age of 13 years must be accompanied by an adult 18 years of age or older at all times.

15-2-2 Commercial business operations

A. No person shall use any portion of the airport for any commercial activities unless the commercial activities are conducted by the

person pursuant to a business license issued by the town and either a written commercial lease or sublease authorizing the commercial activity or a permit issued by the airport director authorizing the commercial activity.

B. The airport director may issue permits for commercial activities at the airport to persons whose commercial activities do not require a formal lease or sublease, provided that such permits are effective for no more than 30 days or are terminable by the town without cause upon no less than 30 days' notice, or are immediately terminable by the town for cause.

C. No commercial business operations shall be permitted in storage hangars.

D. No person shall engage in any commercial aeronautical activity at the airport except in conformity with all federal aviation regulations, the applicable provisions of title 28, chapter 25, Arizona revised statutes, the applicable provisions of this code, and this title.

E. Prior to commencing any commercial activity at the airport a person must present to the airport director satisfactory information and proof that he or she meets the minimum operating standards established by the town for engaging in such commercial activity.

F. All commercial business operations shall be performed in accordance with the provisions of the certificate of occupancy issued to the business and in compliance with all applicable local building and fire codes.

15-2-3 Closing the airport during emergencies

During an emergency at the airport, the airport director shall have absolute control of the airport. If the airport director believes conditions at the airport are unsafe for aircraft operations, the airport director shall have the authority to close the entire airport or any part of the airport, and issue a NOTAM describing the closure.

15-2-4 Aircraft parking

A. Transient aircraft parking overnight or longer shall be on the open tie-down parking ramp, in a designated parking space, and subject to applicable parking fees.

B. Transient aircraft parking short term (no overnight) shall be on the FBO/terminal ramp or the open tie-down ramp, in a designated parking space.

C. Overnight parking on the FBO/terminal ramp is prohibited unless authorized by the airport director or an authorized representative of the FBO.

D. No person shall park or allow to remain stationary any aircraft at the airport except within a designated aircraft parking area.

E. No person shall park an aircraft in a reserved aircraft parking area without prior permission from the town or a tenant authorized to provide an aircraft parking area to other persons.

F. No person shall leave an aircraft parked in a shade port or tie-down without first having ensured that the aircraft is adequately secured to the pavement.

G. Aircraft must not be parked so as to block or obstruct any of the following:

1. Fire, police, or other emergency vehicle access
2. Taxi lanes
3. Hangars

H. Inoperable, abandoned or junked aircraft, and aircraft awaiting major repair and/or missing external parts (e.g., propeller), shall be temporarily stored in a fully enclosed hangar, subject to aircraft hangar rules that prohibit the indefinite storage of nonoperational aircraft, or will be removed from the airport property by the airport director at the aircraft owner's expense.

I. If any aircraft is parked in violation of this section, or, in the determination of the airport director, presents an operational or safety hazard in any area of the airport, the airport director may cause the aircraft, at the owner's/operator's expense, and without liability for damage that may result in the course of such moving, to be moved and delivered into the care of a representative of an FBO or SASO authorized to do business on the airport.

J. To avoid being considered abandoned and being removed from the airport property by the airport director at the aircraft owner's expense, aircraft parked or stored outside must:

1. Have a current annual certification; and
2. Be supported by its own landing gear with fully inflated tires and in a condition to tow.

K. Aircraft parked or stored outside shall not leak fuel, oil, or other materials on the ground or aprons.

15-2-5 Parking permits and payments

A. All persons parking aircraft at the airport overnight or longer shall register the aircraft with the office of the airport director as soon as possible after landing.

B. All persons parking aircraft at the airport for 30 days or less shall pay the daily transient parking fees, as established in a fee

schedule adopted by the town council and amended from time to time.

C. All persons parking aircraft at the airport for 30 days or longer shall enter into a parking agreement and obtain a monthly parking permit from the town and shall pay all applicable monthly parking fees, as established in a fee schedule adopted by the town council and amended from time to time. All applicable daily parking fees shall be paid until such time as the person obtains the monthly parking permit.

D. All persons parking aircraft at the airport shall comply with the terms and conditions of any parking permit or parking agreement.

E. Failure to comply with the provisions of this section or the terms and conditions of any parking permit or parking agreement may result in cancellation of any parking permits and agreements.

F. Upon receiving notice of cancellation of a parking permit or agreement, an aircraft owner shall have 60 days to remove the aircraft in question from the airport. If the aircraft is not removed within 60 days, or other arrangements made with the airport director, a peace officer may seize the aircraft and notify the state of the seizure pursuant to A.R.S. § 28-8243 or the town may sell the aircraft pursuant to A.R.S. § 33-1023.

G. Non-payment of any hangar rent, lease payments, or parking fees owed to the airport or FBO will result in the deactivation of user's gate access card or and/or access code.

15-2-6 Aircraft owner's performance of maintenance and use of commercial aeronautical activities providers

A. An aircraft owner is permitted to fuel, wash, apply limited touch up small-scale paint or finish, and provide aircraft preventive maintenance only to the owner's own aircraft, and only if the aircraft is based at the airport, provided that the owner complies with this title and all applicable laws, federal aviation regulations, and town code provisions.

1. Limited touch-up, small-scale painting, or refinishing is permitted only in areas designated for such activities and supplied with appropriate fire protection equipment such as the aircraft maintenance hangars.

2. Any spray apparatus application of any size and brush/roll applications exceeding one gallon are prohibited outside of dedicated approved flammable finish application areas, except when utilizing water-miscible solutions in accordance with the international fire code.

3. Large-scale painting is prohibited unless approved by the airport director.

4. Fueling may only be conducted outside of the hangar and in compliance with all applicable fire codes, FAA guidance regarding aircraft fuel storage, handling and dispensing on airports, the requirements of this title, and all other applicable laws and standards.
5. Any person applying any finish shall ensure compliance with all applicable environmental regulations and shall not cause damage to hangars or nearby aircraft.

B. An owner of a based aircraft may hire or allow a person who is not a based commercial aeronautical activity provider to provide any of the services described in this section, or major aircraft alterations and repairs.
   1. The person providing the services must obtain a SASO permit from the airport director prior to engaging in the services.
   2. The services shall be provided:
      a. In the presence and under the direct supervision of the aircraft owner, unless the service provider has his or her own airport security gate access identification badge
      b. At the based location of the aircraft at the airport
      c. In conformance with this title and all applicable laws, federal aviation regulations, and town code provisions.

C. Where the services are provided as a commercial aeronautical activity for the benefit of the aircraft owner, the provider must be a direct employee or authorized independent contractor of the aircraft owner, or for certificated aircraft, an FAA-certified technical specialist or a mechanic. All such providers must hold a permit to conduct commercial activities and a town business license, and pay all applicable fees for performing such activity.

15-2-7 Major aircraft alterations and repairs

Major aircraft alterations and repairs may be conducted on the airport only:

A. By a based commercial aeronautical activity provider authorized by the airport to perform major aircraft alterations or repairs; or

B. By the owner of the aircraft being altered or repaired, and in accordance with applicable provisions of this title.

C. In areas of the airport designated and designed for major alterations and repairs in accordance with applicable building and fire codes.

15-2-8 Aircraft hangars

A. This section applies to all aircraft hangars regardless of whether the hangar occupant leases the hangar or the hangar occupant

constructed the hangar at the occupant's own expense while holding a ground lease with the town.

B. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the airport's obligations to use aeronautical facilities for aeronautical use.

C. Aircraft hangars shall be used for aeronautical purposes, or shall be available for use for aeronautical purposes, except as otherwise approved by the FAA. Non-aeronautical use of hangars shall be the exception and must be approved by the airport director.

D. Notwithstanding the general rule that aircraft hangars shall be used for aeronautical purposes, in accordance with FAA policy, the airport director may request FAA approval of non-aeronautical uses of aircraft hangars when there are vacant hangars and no current aviation demand for the hangars. This paragraph does not create nor constitute a right to use aircraft hangars for non-aeronautical purposes.

E. For purposes of this section, aeronautical uses of aircraft hangars include:

1. Storage and parking of active aircraft
2. Minor maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational or derelict aircraft or parts
3. Storage of aircraft handling equipment, workbenches, and tools and materials used in the servicing, maintenance, repair, or outfitting of aircraft
4. Final assembly of aircraft under construction
5. Non-commercial construction of amateur-built or kit-built aircraft

F. Non-aeronautical items may be stored in aircraft hangars provided that the hangar is used primarily for aeronautical purposes and the non-aeronautical items do not interfere with the aeronautical use of the hangar. Items will not be considered to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar
2. Impede access to aircraft or other aeronautical contents of the hangar
3. Displace the aeronautical contents of the hangar
4. Are used for the conduct of a non-aeronautical business from the hangar, including storage of inventory
5. Are stored in violation of this title, lease provisions, building codes, or other local ordinances

G. The following items may be stored in aircraft storage hangars:

1. Any aircraft assigned to the hangar on the airport director's list of based aircraft, including any aircraft that are being restored or assembled
2. Aeronautical items associated with an aircraft in the hangar, including the parts, tools, equipment and support items necessary to maintain and operate an aircraft
3. Items associated with an aeronautical activity, including balloon and skydiving equipment and teaching tools
4. Vehicles operated by gate access card permittees and their authorized guests, only when the hangar lessee is either present on the airport, or using the aircraft normally stored in the hangar
5. Prefabricated metal shelving, workbenches, and cabinets
6. A reasonable amount of functional furniture only for use in the hangar such as a table and chairs
7. Spare aircraft tires, batteries, and battery chargers stored and maintained in accordance with fire codes
8. Refrigerators, air conditioners, fans and similar devices, as long as they are elevated 18 inches above the hangar floor and use no extension cords
9. Non-aeronautical items that comply with paragraph F above
10. Other items determined by the airport director to be allowable, based on their function and the personal needs of the occupant

H. Use of aircraft storage hangars shall be subject to the following restrictions:

1. Hangars shall not be used as a residence.
2. Hangars shall not be used for the operation of a business or a business office, whether the business is aeronautical or non-aeronautical in nature.
3. Hangars shall not be used for storage of household items that can be stored in commercial storage facilities.
4. Welding, cutting and all other hot work operations must comply with applicable fire codes. Doping work involving a flammable coating/finish process cannot be applied via spray apparatus, and if being applied by brush or roller, the agent cannot exceed one gallon unless being applied in an area compliant with the requirements of chapter 24 of the international fire code. Welding, or any repair requiring the use of open flames, spark-producing devices, or the heating of parts above 500° F shall only be done outdoors.

5. No equipment or materials may be stored in hangars unless used for the operation and maintenance either of the based aircraft or of the hangar.
6. There shall be room for the aircraft in the aircraft hangar for the based aircraft at all times, even when the aircraft is temporarily not located in the hangar.
7. Oily rags, oil waste, rags and other rubbish and trash may only be stored in hangars in metal containers with self-closing, tight-fitting lids as approved by the airport director.
8. Fueling, defueling and fuel system maintenance shall comply with all applicable fire codes and with the following:
    a. Fueling or defueling within an aircraft storage hangar or within 25 feet thereof is prohibited.
    b. Major fuel system maintenance within an aircraft storage hangar is prohibited.
    c. Open fuel cells are allowed within the hangars if they are new and have never held fuel, or existing tanks have been purged of flammable vapors so there are no hazardous vapors off-gassing in the space.
    d. No flammable or combustible liquids shall be dispensed into or removed from a container, tank, vehicle or aircraft except in a location approved by the fire department.
9. Flammable and combustible liquids stored inside hangars must comply with the following:
    a. Flammable liquids with flash points less than 100° F are prohibited. This includes aviation fuel and most volatile solvents.
    b. Combustible liquids with flash points greater than 100° F are limited to two gallons maximum. This includes diesel fuel, hydraulic fluid, motor oil and most lubricating oil.
    c. Fuel in the tanks of aircraft or aircraft related equipment (tugs, etc.) are exempt from these limitations.
    d. All combustible liquids must be stored within safety containers designed for such use, or in the original manufacturers' containers.
10. Oxygen or any combustible or non-combustible compressed gas in a cylinder or portable tank shall be secured. Compressed gas cylinders or tanks shall have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed. Compressed gas cylinders are subject to maximum allowable quantities per control area depending on their contents.

11. Portable aircraft and vehicle batteries may only be charged within an aircraft hangar while the aircraft owner or occupant is present, except for trickle type chargers with an automatic shutoff. Stationary storage battery systems must be installed and maintained in accordance with applicable fire codes.

I. Hangars shall be subject to annual and periodic inspections by the airport director, the fire department, building officials, and code compliance officers to ensure compliance with all laws, ordinances, and this title. Each occupant shall take reasonable steps to make the hangar available for inspections.

J. No tenant or lessee shall store any objects, parts, or any other items except within their own hangar or a screened outside storage facility approved by the airport director.

K. No tenant or lessee shall knowingly allow leased or sub-leased property or hangars to be used or occupied for any purpose prohibited by this title or by any applicable lease agreement.

15-2-9 Aircraft shade ports and tie-downs

A. Aircraft shade ports and tie-downs may only be used for the following purposes:

1. Storing and parking of a based aircraft assigned to the shade or tie-down and listed on the airport director's list of based aircraft, and storing of aeronautical items that are approved by the airport director. Aircraft parked in a shade or tie-down shall be parked so as to be completely contained within the aircraft parking space and to not obstruct adjacent aircraft parking area, taxi lanes, or fire department or other emergency vehicle access, except for the purpose of immediate and temporary staging and fueling of such aircraft.

2. Parking of vehicles operated by gate card permittees and their authorized guests.

B. Use of aircraft shade ports and tie-downs shall be subject to the following restrictions:

1. No aircraft maintenance shall be performed in the open tie-downs, shade ports, or any aprons without the approval of the airport director. This subparagraph does not apply to minor maintenance activities, such as air filter replacement, and emergency repairs.

2. No equipment or materials may be stored in shade ports or tie-downs unless used for the operation and maintenance of the based aircraft assigned to the shade port or tie-down. The airport director may approve the storage of additional items on a case-by-case basis.

3. Oily rags, oil waste, rags and other rubbish and trash may only be stored in shade ports or tie-downs in metal containers with self-closing, tight-fitting lids that are approved by the airport director or the fire department and must be secured to prevent spillage.
4. Disabled or otherwise non-airworthy aircraft may not be parked in the shade ports or on open tie-down parking ramp. This includes but is not limited to aircraft with deflated tires, missing external parts (e.g., propeller, cowling), and expired registration. Aircraft in this condition must be removed from the airport or temporarily relocated to a hangar, subject to aircraft hangar rules that prohibit the indefinite storage of nonoperational and derelict aircraft.
5. Portable aircraft and vehicle batteries may be charged in shade ports or tie-downs only while the based aircraft owner, operator, or occupant is present, except for trickle type chargers with an automatic shutoff. Stationary storage battery systems must be installed and maintained in accordance with applicable fire codes.
6. Tenants may have a tool box, ladder or container adjacent to their aircraft. These items must be secured by chain and lock under the aircraft.
7. Oxygen or any combustible or non-combustible compressed gas in a cylinder or portable tank may be stored in shade ports or tie-downs only if the cylinder or tank is secured and has pressure relief devices installed and properly maintained. Compressed gas cylinders or tanks not in use shall have a transportation safety cap installed. Compressed gas cylinders are subject to maximum allowable quantities per control area depending on their contents.

C. Aircraft shade ports and tie-downs shall be subject to annual and periodic inspections by the airport director, the fire department, building officials, and code compliance officers to ensure compliance with all laws, ordinances, and this title.

15-2-10 Airport perimeter roads

A. The use of airport perimeter roads is restricted to airport management, operations, and maintenance employees, authorized FBO personnel, fuel trucks or other vehicles, police and fire personnel, and authorized town staff, town vendors and town contractors.

B. Airport perimeter roads shall not be used as a shortcut between ramps on the airport.

C. Perimeter roads shall remain clear and unobstructed at all times.

15-2-11 Operational and restricted areas

A. No person may enter upon the movement area without the permission of the airport director, except persons assigned duty in the movement area, authorized employees or contractors of the town, and fire, police, and other emergency personnel and vehicles.

B. No person may enter the airside area, except as necessary for the lawful operation or maintenance of an aircraft, or to conduct a commercial activity, or to conduct any other activity authorized by the airport director.

C. No person may enter any area posted as being restricted except as authorized by the airport director.

D. No person may enter into, remain in, place in, or remove any object from, any hangar, shade port or other building or facility at the airport without consent of the town or the person with the legal right of possession of such space, building, or facility.

15-2-12 Airport smoking areas

Smoking is not permitted:

A. Within 50 feet of an aircraft, fuel truck and/or fuel storage area

B. On any apron, taxiway, taxilane, or runway

C. Where specifically prohibited by the town and/or state law

D. Inside any aircraft storage or maintenance hangar.

15-2-13 Use of shop areas

All of a tenant's shops, garages, equipment and facilities are solely for the conduct of that tenant's authorized aeronautical or commercial activities. No person other than employees or agents of that tenant shall make use of such facilities without individual and specific permission of that tenant.

15-2-14 Maintenance of premises

A. All tenants at the airport shall at all times maintain their premises in serviceable, safe and operable condition and repair, and in a condition of repair, cleanliness and general maintenance.

B. All tenants at the airport shall keep the floors of hangars, shade ports and tie-downs leased by them, or used in their operations, clean and clear of fuel, oil, grease and other similar materials.

15-2-15 Waste containers and disposal

A. All airport tenants, users, or visitors shall dispose of all waste in waste containers appropriate for that purpose, and in appropriate

locations, as designated by the airport director, and no other containers or areas shall be used.

B. Containers for recyclable materials shall be used in strict compliance with any rules for use posted by the airport director.

C. No household waste shall be disposed of in any airport waste container.

D. No petroleum products, industrial waste matter or other hazardous materials shall be dumped or otherwise disposed of except in accordance with local, county, state and federal law. Hazardous materials shall be the responsibility of the originator under all applicable laws.

15-2-16 Storage

A. No person shall store or stock materials or equipment in such a manner as to be unsightly or constitute a hazard to personnel or property, as determined by the airport director.

B. Individual containers, cartons or packages shall be conspicuously marked or labeled in an approved manner.

C. Rooms or cabinets containing compressed gases shall be conspicuously labeled: "COMPRESSED GAS."

15-2-17 Storage, transfer and cleanup charges

A. The town may remove and impose storage, removal and transfer charges upon any property or material unlawfully placed or otherwise deposited at the airport.

B. The town or the fire department may clean up any material unlawfully spilled, placed or otherwise deposited at the airport, and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses, fines, or damages incurred by the town as a result thereof.

15-2-18 Unmanned aircraft systems (UAS)

A. All persons operating unmanned aircraft systems or drones at or near the airport for commercial, non-recreational purposes shall comply with FAA all rules regarding such use.

B. All persons operating unmanned aircraft systems or drones for recreational purposes within five miles of the airport shall notify the airport director prior to operation.

1. If the airport director objects to the operation, it is expected that the operator will not conduct the proposed flight.

2. Flying model aircraft over the objections of the airport director may be considered to be endangering the safety of the national airspace system (NAS).

15-2-19 Model airplanes, model helicopters, kites, and fireworks

No person shall fly or release a model airplane, model helicopter, rocket, kite, fireworks, balloon, parachute, or the like within two miles of the airport if such activity would create a hazard to aircraft operations or as otherwise determined by the airport director.

15-2-20 Commercial photography or filming

No person may take still, motion or sound pictures, of or at the airport, for commercial purposes, without first applying for a permit from the airport director and paying applicable fees for the activity.

15-2-21 Signs, advertisements, printed or written materials

No person may post, distribute or display signs, advertisements, circulars, or other printed or written materials at the airport except in locations designated by the airport director.

15-2-22 Weapons, explosives, and radioactive substances

A. No person shall carry, possess or exercise control over any unauthorized firearms or explosives on the airport premises in violation of town code, state statute, federal law, or federal aviation regulations.

B. No person, except an authorized law enforcement officer or member of the armed forces of the United States on official duty, may possess any explosives on the airport.

C. No person, except an authorized law enforcement officer or member of the armed forces of the United States on official duty, may store, handle, use, dispense or transport at, in, or upon the airport, any radioactive substance or material, except for materials with a minimum of radioactive substances, such as radioactive paint illuminating instrument dials, without prior written permission from the airport director.

15-2-23 Disorderly conduct and intoxicating liquors

No person may:

A. Commit any disorderly, obscene or unlawful act, or create a nuisance, on the airport.

B. Consume any alcoholic beverage upon any portion of the airport open to the public, except in lawfully established restaurant facilities and in accordance with all applicable laws, or in some other place authorized by a special event permit from the airport director authorizing the consumption of such alcoholic beverages.

C. Become intoxicated on any portion of the airport.

D. Enter upon or loiter on or about the airport without the airport director's or designee's permission.

15-2-24 Property damage; injurious, or detrimental activities

A. No person shall destroy, injure, deface, or disturb any building, sign, equipment, marker or other structure, or any tree, flower, or lawn, or any other public property.

B. No person may conduct activities at the airport that are injurious, detrimental or damaging to the airport or to airport property or to commercial activities at the airport.

C. Any person causing, or responsible for causing, any such injury, detriment, or damage shall pay the airport, upon the airport's demand, the full cost of repairs.

D. Any person who fails to comply with this section shall be in violation of this title, and the airport director may prohibit the person from any or all of the airport facilities until the airport has been fully reimbursed for the damage caused.

15-2-25 General rules of conduct

No person shall do any of the following on any portion of the airport:

A. Camp.

B. Ignite a fire.

C. Maintain a temporary or permanent residence.

D. Hunt, pursue, trap, catch, injure, or kill any bird or animal, except in connection with pest control activities authorized by the airport director.

E. Solicit fares or funds for any purpose without the written permission of the airport director.

F. Walk in a picket line or take part in a labor or other public demonstration except in a place specifically assigned for that purpose by the airport director.

15-2-26 Alteration of airport property

A. No person may make any alterations to any signs, buildings, aircraft parking areas, leased areas or other airport property, or erect or construct any buildings or other structures at the airport without first receiving written permission of the airport director.

B. Persons undertaking such alterations or construction shall comply with all building codes and permit procedures of the town, and shall deliver to the airport director as-built plans upon completion.

15-2-27 Lost articles

A. Any person finding lost articles in public areas of the airport shall immediately deposit them at the office of the airport director or, if after hours, with an airport staff member or FBO employee on duty at the airport, if available.

B. Articles unclaimed after 90 days will be disposed of in a lawful manner.

15-2-28 Abandoned property

No person may abandon any personal property on airport property or in any building on the airport.

15-2-29 Flying clubs

A flying club shall comply with this title and the minimum operating standards.

15-2-30 Payment of fees

All billings by the town are due and payable upon presentation unless otherwise noted on the bill, or otherwise provided by the terms of a written lease, license, permit or agreement from or with the town.

15-2-31 Dogs and other animals

A. No person may enter the airport with a dog or other animal unless the animal is restrained by a leash or properly confined as determined by the airport director.

B. No person in charge of a dog or other animal may permit the animal to wander unrestrained on any portion of the airport.

C. No person may ride a horse at the airport without the written permission of the airport director.

D. Animal owners are responsible for cleaning up after their pets on the airport.

15-2-32 Based aircraft information

A. All based aircraft must be registered with the airport director.

B. Tenants shall provide to the airport director their name, address and phone number along with the aircraft owner's aircraft make, model and FAA certificate of aircraft registration number or other proof of ownership.

C. All tenants are required to update changes of based aircraft within 30 days of change.

D. The airport director may request confirmation of based aircraft on an as-needed basis. This information will be provided to the Arizona department of transportation on a quarterly basis.

CHAPTER 15-3. FUELING, FLAMMABLE FLUIDS, AND SAFETY

15-3-1 Fuel safety

A. All transportation, storage and other handling of aircraft and vehicle fuel shall comply with applicable fire codes, FAA guidance regarding aircraft fuel storage, handling and dispensing on airports, the requirements of this title, and all other applicable laws and standards.

B. Aircraft fueling vehicles shall be provided and maintained with a substantial heavy duty electrical cable of sufficient length to be bonded to the aircraft to be serviced. Such cable shall be metallically connected to the transfer apparatus or chassis of the aircraft-fueling vehicle on one end and shall be provided with a suitable metal clamp on the other end, to be fixed to the aircraft.

C. The bonding cable shall be bare or have a transparent protective sleeve and be stored on a reel or in a compartment provided for no other purpose. It shall be carried in such a manner that it will not be subjected to sharp kinks or accidental breakage under conditions of general use.

D. Transfer apparatus shall be metallically interconnected with tanks, chassis, axles and springs of aircraft-fueling vehicle.

E. Employees of fuel agents who fuel aircraft, accept fuel shipments, or otherwise handle fuel shall receive fire safety training approved by the fire department.

F. Personnel assigned to and engaged in fuel-servicing operations shall not carry matches or lighters on or about their person. Matches or lighters shall be prohibited in, on, or about aircraft fueling equipment.

15-3-2 Restrictions on commercial fueling activities

No person or company may conduct any commercial fueling activities for aircraft at the airport, except for a tenant operating as a fixed base operator and in accordance with the express terms of such tenant's lease with the town.

15-3-3 Storage of aircraft fuel trucks, trailers and other aircraft refueling devices

A. Aircraft refueling vehicles and other movable aircraft fuel containers and refueling devices shall be stored outside, and not less than 25 feet from an occupied structure, or such other distance from any occupied structures as may be approved by the airport director.

B. Aircraft refueling vehicles shall be parked in a manner that provides a minimum of ten feet of separation between each aircraft refueling vehicle and any other vehicle or aircraft refueling device.

C. No aircraft refueling vehicle, other movable aircraft fuel container, or other aircraft refueling device, empty or otherwise, may be brought into, kept or stored within any building at the airport unless the building is used exclusively for that purpose.

D. This section does not apply to vehicle fuel approved containers with a capacity of not more than five gallons, provided no more than five such containers may be located within a single vehicle.

15-3-4 Aircraft refueling and defueling locations

All aircraft fueling shall be performed outdoors. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any building or structure.

15-3-5 Maintenance of fuel servicing vehicles

A. Maintenance and servicing of aircraft fuel servicing vehicles shall be performed outdoors or in a building approved for that purpose by the airport director.

B. Aircraft fueling vehicles and all related equipment shall be properly maintained and kept in good repair. Accumulations of oil, grease, fuel and other flammable or combustible materials is prohibited. Maintenance and service of such equipment shall be accomplished in areas approved by the fire department.

C. Tanks, pipes, hoses, valves and other fuel delivery equipment shall be maintained leak free at all times.

15-3-6 Open flames

A. There shall be no open flames or lighted open-flame devices in any of the following locations:

1. The airside area
2. Within 50 feet of any aircraft, fuel truck, and/or fuel storage area
3. In any other area where open flames are specifically prohibited by the town

B. Lighted open-flame devices shall include, but shall not be limited to, the following:

1. Exposed flame heaters
2. Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters
3. Gas or charcoal cooking grills
4. Heat producing, welding, or cutting devices, and blowtorches
5. Flare pots or other open-flame lights

15-3-7 Removal of gasoline, oil, and grease

A. If there is spillage of gasoline, oil, grease or any material that may be unsightly or detrimental to the airport, the spilled material shall be removed immediately, either by the operator or owner of the equipment causing the spillage, or by the tenant, commercial aeronautical service provider, or other person responsible for the spillage.

B. If the equipment operator or other responsible person fails to restore the area to its original, safe, and environmentally sound status, the town may clean up any material spilled, placed or otherwise deposited at the airport, and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses, fines, or damages incurred by the town as a result thereof.

C. Spillage events may constitute grounds for the equipment operator or responsible person being denied access to the airport.

D. Activities in the affected area not related to the mitigation of the spill shall cease until the spilled material has been removed or the hazard has been mitigated. Aircraft or other vehicles shall not be moved through the spill area until the spilled material has been removed or the hazard has been mitigated.

E. All spills shall be reported to airport management, documented, and mitigated.

F. The fire department shall be notified of any fuel spill which is considered a hazard to people or property, or which meets one or more of the following criteria:

1. Any dimension of the spill is greater than ten feet.
2. The spill area is greater than 50 square feet.
3. The fuel flow is continuous in nature.

G. The fueling-system operator shall conduct an investigation of all spills that require notification to the fire department.

15-3-8 Lubricating oils

A. Lubricating oils that are necessary for minor aircraft maintenance and have a flash point at or above 100° F, may be stored in hangars or suitable storage devices as approved by the airport director, provided they are stored in their original container and have the original manufacturer's labeling.

B. No more than 30 gallons of such lubricating oils may be stored by any person, except that an aircraft maintenance shop authorized by the airport director to operate on the airport may store more than 30 gallons of lubricating oils, in accordance with applicable fire code provisions.

15-3-9 Fire extinguishers

A. All airport tenants shall supply and maintain adequate and readily accessible fire extinguishers as required by the fire department. Each fire extinguisher shall carry a placard showing the date of the most recent inspection.

B. Any discharge of any fire extinguisher equipment on airport property, regardless of the circumstances, shall be reported to the airport director immediately after use, in accordance with state statutory requirements.

C. At least two fire extinguishers, each having a rating of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

D. Aircraft fuel-servicing tank vehicles shall be equipped with a minimum of two listed portable fire extinguishers, each having a rating of 20-BC. A portable fire extinguisher shall be readily accessible from either side of the vehicle.

E. Aircraft towing vehicles shall have a minimum of one listed 20-BC fire extinguisher.

F. All welding apparatus shall be equipped with a minimum of one listed 2-A: 20-BC fire extinguisher.

G. Use of a fire extinguisher shall be immediately reported to the fire department.

15-3-10 Movable aircraft fuel storage tanks or containers

Unless otherwise approved by the airport director and the fire department, movable aircraft fuel storage tanks or containers are prohibited at the airport except for:

A. Aircraft fuel trucks and trailers constructed, operated and maintained in all respects as required by local, state or federal law.

B. Permanent fuel tanks in an operable aircraft.

C. Containers not exceeding one-gallon capacity used solely for sampling and testing of fuel, engines, and fuel handling apparatus.

D. No more than one tank per person, with a capacity of not more than 55 gallons, used by that person to fuel their own aircraft pursuant to a self-fueling permit.

E. Fuel transport vehicles authorized by the town, and lawfully transporting fuel for immediate dispensing into a fuel storage tank. Such vehicles shall access the airport at a point approved by the airport director and remain under escort by the representative of the person on the airport receiving the fuel.

15-3-11 Self-fueling

A. Except as may be prohibited by other provisions of this title and any other applicable law, owners of a based aircraft who desire to self-fuel their aircraft, shall apply for a self-fueling permit from the airport director.

B. Paragraph A above does not apply to the use of a self-service fuel facility provided by a fixed base operator.

C. Self-fueling of vehicles other than aircraft is strictly prohibited.

D. Rotorcraft may not use the self-fuel facilities.

15-3-12 Fueling of fuel vehicles

Transferring fuel from vehicle to vehicle on airport property is prohibited unless the fuel is transferred from an approved fuel loading device.

15-3-13 Vehicle fuel

No person shall possess vehicle fuel on the airport except:

A. Within the permanently installed fuel tank of a vehicle for use by that vehicle

B. Within movable containers designed for storage of vehicle fuel, subject to the following conditions:

1. The containers have a maximum capacity of five gallons.

2. No more than five such containers are located in a single vehicle.

C. Within underground or above-ground vehicle fuel storage tanks that have a capacity of not more than 2,000 gallons, and are lawfully installed and maintained in accordance with this title.

15-3-14 Fuel farms

Only full-service fixed base operator(s) who have a lease with express terms authorizing them to conduct commercial fueling activities on the airport will be permitted to install a permanent fuel farm. Any such installation must be approved by the airport director and the fire department.

CHAPTER 15-4. AIRCRAFT OPERATIONS

15-4-1 Restricted runway operations

A. Except in an emergency, all fixed wing aircraft landings and takeoffs shall be made on a paved runway.

B. Landings and/or takeoffs from dirt surfaces are strictly prohibited.

C. Except in an emergency, no rotorcraft equipped with skid type landing gear shall perform run-on landings, or any other

maneuvers that would cause the skids to slide upon the runway surface.

D. Landing aircraft shall clear the runway as soon as practical, consistent with safety, and taxi ahead to the nearest turn-off.

15-4-2 Aircraft wingspan and weight restrictions

Aircraft shall not be placed in a hangar, shade port or tie-down, nor shall aircraft be operated in areas of the airport:

A. Where the aircraft's wingspan exceeds the maximum wingspan designated for that area by the airport director.

B. Where the aircraft's weight exceeds the maximum weight designated for that area by the airport director

15-4-3 Traffic pattern/pattern altitudes

The recommended minimum traffic pattern altitude above ground level (AGL) for aircraft operations at the airport is 800 feet (2,800 feet MSL). All traffic shall be left for runways 12 and 21 and right for runways 30 and 3. The calm wind (four knots or less) runway is Runway 12.

15-4-4 Disabled aircraft

A. Unless otherwise permitted by the airport director, aircraft owners/operators and pilots shall be responsible for the prompt removal of their disabled aircraft and parts thereof from the movement area, unless such aircraft owners or pilots are required or directed by the airport director, the FAA, or the NTSB to delay removal pending an investigation of an aircraft accident or incident.

B. Aircraft owners/operators and pilots shall remain with a disabled aircraft until the aircraft is removed from the movement area.

C. If the aircraft owner/operator or pilot fails to promptly remove a disabled aircraft, the airport director may cause the aircraft to be removed, and bill the aircraft owner for all charges incurred in the removal of the aircraft.

D. The town, the FBO, and other airport businesses and personnel shall not be responsible for any damage to disabled aircraft removed or towed from any airport surface.

15-4-5 Negligent and reckless operation of aircraft

No aircraft shall be operated in any of the following ways:

A. In a careless, negligent or reckless manner

B. In disregard of the rights and safety of others

C. In an improperly maintained, or otherwise hazardous, condition

D. At a speed or in a manner that endangers, or is likely to endanger persons, or property.

15-4-6 Required aircraft radio

No aircraft shall land or take off at the airport unless the aircraft is equipped with a functioning radio capable of direct two-way communications, except in the case of a radio failure or an emergency.

15-4-7 Hang gliders, paragliders, gliders, powered parachutes, and ultra-light aircraft; hot air balloons

A. No person shall operate a hang glider, powered paraglider, glider, ultra-light aircraft, powered parachutes, or any other device falling under 14 CFR part 103 at, onto or from the airport without the prior written approval of the airport director except in an emergency.

B. Hot air balloons shall not be operated at the airport without the prior written approval of the airport director except in an emergency.

15-4-8 Rotorcraft

A. No person shall operate or move a rotorcraft while its rotors are turning unless there is a clear area of at least 50 feet from the outer tip of each rotor.

B. No person shall hover taxi a rotorcraft on taxi lanes between the hangars, aircraft shades, or open tie-down areas.

C. Rotorcraft shall only take off and land on an approved helipad or the helicopter ramp unless otherwise authorized by the airport director or authorized FBO staff.

D. Rotorcraft stored in hangars or tie-downs must be towed to an approved helipad or helicopter ramp before starting the engine.

E. Rotorcraft shall not be operated in a manner that will produce dirt, rocks or debris on any runway, taxiway, taxi lane, or apron.

F. Rotorcraft are prohibited from utilizing the self-fuel facility.

15-4-9 Running of aircraft engines, exhaust, propeller blast or rotor wash

A. Aircraft engines shall be run at idle except as may be necessary for safe taxiing operations, taking off, landing, preflight testing, and maintenance testing.

B. All aircraft engine run-ups shall be conducted in areas designated by the airport director for such run-ups. Except in an emergency, all aircraft engine run-ups for maintenance testing purposes shall be conducted between the hours of 7:00 a.m. and 10:00 p.m.

C. At no time shall an aircraft's engine(s) be operated while the aircraft is in a hangar or shade port.

D. No aircraft engine shall be started or aircraft taxied where the exhaust, propeller blast, or rotor wash may cause injury to persons or do damage to property or spread debris.

E. No high power maintenance run-ups are allowed between aircraft hangars, between shade ports, near tie-downs, in taxi lanes, or on taxiways (other than the portions of taxiways that act as run-up aprons), except at areas designated for high power maintenance run-ups by the airport director.

15-4-10 Taxiing of aircraft

A. No person shall taxi an aircraft except on areas designated for taxiing.

B. No person shall taxi an aircraft without first taking all necessary precautions to prevent a collision with other aircraft, persons, or objects.

C. Aircraft shall not be taxied into or out of a hangar, shade port, or other covered area.

D. If it is impossible to taxi aircraft in compliance with this section, then the engine must be shut off and the aircraft towed to the new location.

15-4-11 Aircraft incident/accident reports and procedures

A. Any person involved in an aircraft operation on the airport, within the town, or in the airspace around the airport that results in personal injury or damage to property shall provide all pertinent information to the airport director as soon as possible and in no event later than 24 hours after the accident.

B. The information shall include the names, addresses and phone numbers of the persons involved, a description of the accident, and its cause, if known.

C. If a federal or state law, regulation, or agency requires filing of a written copy of an accident report, a copy of such report shall also be submitted to the airport director.

D. The airport director or designee shall serve as the initial incident commander for all accidents on the airport property and shall secure the accident area with assistance from the police and fire departments.

15-4-12 Compliance with FAA regulations

No person may conduct any aircraft operations in violation of any FAA regulations.

15-4-13 Interfering or tampering with aircraft

No person may interfere or tamper with any aircraft, aircraft parts, instruments, fuel, or tools without prior approval of the aircraft owner, or in the event of an emergency, as specifically directed by the airport director.

15-4-14 Aircraft demonstrations and public events

A. No aircraft flight or ground demonstrations may be conducted at the airport without prior permission of the airport director.

B. The town reserves the right to temporarily restrict or control activities on the movement area and public areas of the airport for purposes of aerial and ground demonstrations or for any other public purpose.

C. To the extent practicable, such public events will be conducted in such a manner as to minimize the impact upon normal airport operations.

15-4-15 NOTAMs and airport advisories

The airport director is responsible for the dissemination of NOTAM information pertaining to airfield conditions and airfield lighting. The airport director is authorized to relay airfield conditions, advisories or information concerning outages of airfield lighting to the appropriate FAA flight service station for dissemination as a NOTAM or advisory on the AWOS.

15-4-16 Tie-down or storage of damaged or dismantled aircraft

A damaged or dismantled aircraft shall be repaired, re-assembled, or moved to a location acceptable to the airport director within 30 days unless the airport director permits an alternative arrangement.

15-4-17 Airport movement areas

A. No ground vehicles, except for emergency vehicles, may enter upon the movement area without the express permission of the airport director.

B. Aircraft and vehicles shall not be left unattended within the movement area.

15-4-18 Noise abatement procedures

Aircraft pilots shall operate all aircraft in compliance with the airport's written noise abatement procedures to the maximum extent possible.

CHAPTER 15-5. VEHICLES AND PEDESTRIANS

15-5-1 General requirements

A. No person may operate a vehicle on the airport except in accordance with this title and all federal, state and local laws.

B. Vehicles shall access all airport facilities and businesses from the landside public parking or appropriate gate areas for the facility or business.

C. All vehicles shall yield the right of way to aircraft in motion and emergency vehicles.

D. All vehicles, except for ground service and emergency vehicles, shall remain a safe distance from any aircraft whose engines are running.

E. No person may operate a vehicle for hauling trash, dirt, or any other material unless it is built to prevent its contents from dropping, sifting, leaking, or otherwise escaping.

F. Trailers and storage containers shall not be parked anywhere within the AOA without the airport director's permission.

15-5-2 Vehicle gates, access codes, and gate access cards

A. Persons who have been provided either a code or a gate access card for the purpose of obtaining access to the airport may use only airport-issued codes/cards, and shall not divulge, duplicate, or otherwise distribute the same to any person, unless otherwise approved in writing by the airport director. Violation of this requirement may result in the loss of airport access privileges and/or criminal penalties and fines.

B. Vehicle access to the AOA is obtained through automated gates, subject to the following provisions.

1. Upon entering the AOA through an automated gate, the driver must wait until the gate is fully closed before departing the area in order to ensure gate functionality and prevent unauthorized access. Notwithstanding this rule, if another vehicle uses its access badge or access code and the gate reverses direction, the driver may proceed to the driver's destination.

2. Only one vehicle entry per gate operation is permitted. Follow through by a second vehicle is prohibited unless being escorted by an authorized user, in which case the authorized user must remain with the vehicle under escort at all times.

3. Upon exiting the AOA, multiple vehicles may exit in one gate operation in which case the last vehicle to exit must wait for the gate to close before proceeding.

C. Vehicles shall obtain access to, and depart from, aircraft parking and storage areas via the gate located nearest to the person's aircraft parking or storage area. Notwithstanding this provision, if there is an inoperative gate, vehicles may enter at an alternate gate and use airport perimeter roads and/or taxiways to access their destination with the airport director's approval or a posted sign authorizing vehicles to do so.

15-5-3 Licensing, registration and insurance

A. No person may operate a motorized vehicle of any kind on the airport without a valid state motor vehicle operator's license.

B. All motorized vehicles operated on the airport shall have a current registration as required by state law and shall be covered by the type and amount of vehicle liability insurance coverage required by state law.

15-5-4 Control of vehicles

A. No person may operate or park a vehicle at the airport in a manner prohibited by this title, or by signs, pavement markings, or other signals posted by the town or by the airport director.

B. No person may operate or park a vehicle in the airside area unless that person has valid access privileges.

C. The airport director has the authority to regulate or prohibit any class or type of vehicle or other form of transport that operates in the AOA.

15-5-5 Speed limits

A. All vehicles shall be operated on the airport in strict compliance with all posted speed limits.

B. The maximum speed limit in the AOA for all vehicles, with the exception of authorized municipal and emergency services vehicles operated by duly authorized officials in the performance of their official duties, is 15 miles per hour, or less, if conditions require a lower speed to ensure safe operation.

15-5-6 Vehicles operating on runway and taxiways

A. Only vehicles authorized by the airport director may operate in the movement area.

B. No vehicles may be operated on the runways and taxiways unless authorized by the airport director.

C. Any vehicle authorized to operate on the airport runways or taxiways shall display an amber rotating beacon or a three-foot by three-foot white and orange-checkered flag that complies with FAA advisory circular 150/5210-5D, as amended, and shall be equipped with a two-way radio, or an approved escort with a two-

way radio, capable of transmitting and receiving communications on the UNICOM frequency (123.00 MHz). Exceptions to this rule must be authorized by the airport director.

D. The fact that a vehicle has a two-way radio or that the driver has a pilot's license does not constitute an authorization or clearance for the vehicle to operate on runways or taxiways.

E. If a gate is inoperable, airport staff may authorize entry into the airport movement area in order for an airport user to access his/her hangar or other destination. The user must call the phone number listed on the gate and advise airport staff of the inoperability.

15-5-7 Airport perimeter security

Persons owning, operating or otherwise responsible for airport buildings or other structures that contain any portion of the airport security perimeter, as defined by the airport director, shall operate and maintain all vehicular and pedestrian access points and airport security perimeter on their property in a manner that is acceptable to the airport director and limits access from their property to the airport to only those persons authorized by the airport director to have access.

15-5-8 Authority to remove vehicles and trailers

A. The airport director may cause to be removed from any area of the airport any vehicle or trailer that is disabled, abandoned, or parked in violation of this title, or that presents an operational hazard to any area of the airport, as determined by the airport director in his or her sole discretion.

B. The vehicle operator shall bear any expense of removal and the risk of any damage from such removal.

15-5-9 Bicycles and miscellaneous vehicles

A. Bicycles may be operated on the airport, provided that such operation is in accordance with this title, including those sections pertaining to vehicles.

B. Any bicycles equipped with reflectors and a light may be operated on the airport after sunset.

C. No person may operate at the airport any go-cart, go-ped, skateboard, rollerblade, or other vehicles not licensed, or otherwise permitted by state law, for operation on a public street or highway, except for town vehicles or small vehicles (golf carts, UTV's, ATV's, etc.) used for servicing aircraft or on airport transportation.

15-5-10 Vehicular accidents

A. The driver of any vehicle involved in an accident on the airport that results in injury or death to any person, or damage to any property, shall do all of the following:

1. Immediately stop the vehicle at the scene of the accident.
2. Render reasonable assistance to each person injured in the accident, including making arrangements for the transportation of the person to a physician, surgeon or hospital for medical or surgical treatment, if it is apparent that treatment is necessary or if transport is requested by the injured person.
3. Give the driver's name, address and operator's license and registration number to the person injured, the airport director, and to any investigating police officer.

B. The driver shall also make and file a report of the accident as required by state law, and provide a copy of that report to the airport director.

15-5-11 Careless or intoxicated vehicle operation

No vehicle of any kind may be operated at the airport:

A. In a careless, negligent or reckless manner

B. In disregard of the rights and safety of others

C. While the driver would be prohibited by law from operating a vehicle upon the public streets of the town due to drug or alcohol impairment or influence

D. At a speed or in a manner that endangers, or is likely to endanger, persons or property

E. If the vehicle is constructed, equipped or loaded so as to endanger, or be likely to endanger, persons or property, or to result in the load or other materials becoming separated from the vehicle

F. If the vehicle is not lighted or otherwise clearly visible during hours of darkness, or during inclement weather

15-5-12 Motor vehicle parking and storage

A. No person may park or leave standing any vehicle, whether occupied or not, except within a designated vehicle parking area, except that a vehicle may be parked next to, or in front of, a hangar as long as the vehicle does not obstruct aircraft movement or hangar access.

B. Aircraft owners and operators may park their vehicles only in the aircraft parking space designated for their aircraft.

C. Vehicles parked in an aircraft parking area shall be parked in a manner so as to be completely contained in an aircraft parking area and to not obstruct adjacent aircraft parking areas or taxi lanes unless for the purposes of immediate and temporary loading, unloading, or staging of an aircraft.

D. A vehicle parked in an aircraft parking area shall be parked in a manner that allows the vehicle to be immediately driven or towed away from any nearby aircraft in case of an emergency.

E. Vehicles are prohibited from parking in a manner that causes the vehicle to occupy more than one marked space.

F. Parking is limited to three days unless the vehicle is parked in an area designated for long-term parking.

G. Vehicles shall not park or stand within 15 feet of a fire hydrant.

15-5-13 Airport access during an accident or incident

Only persons authorized by law or persons having the permission of the airport director may enter the AOA of the airport for the purposes of attending, observing, or assisting at the scene of an aircraft accident or incident or vehicular accident.

15-5-14 Pedestrians in the airside area

Walking, standing, and loitering in the AOA are permitted only if determined by the airport director not to be an operational or safety concern.

15-5-15 Vehicle repair

A. No person may clean or make any repairs to vehicles, other than ground support equipment, anywhere on the airport, except for minor repairs that enable such vehicles to be removed from the airport.

B. No person may move, or interfere or tamper with, any vehicle, or take or use any vehicle part or tool without the written approval of the vehicle owner, or other evidence of the right to do so satisfactorily presented to the airport director.

15-5-16 Pedestrians soliciting rides

No person may stand or walk in, upon, or adjacent to, a roadway at the airport for the purpose of soliciting a ride from a vehicle, nor may any person solicit aircraft rides from within the airport operations area.

15-5-17 Motor homes, boats, jet skis, trailers, and recreational vehicles

Motor homes, boats, jet skis, trailers, and other recreational vehicles shall not be stored anywhere on the airport except with the prior written permission of the airport director.

TITLE 15. MARANA REGIONAL AIRPORT

CHAPTER 15-1. GENERAL

15-1-1 Short title

This title may be cited as the Marana regional airport rules and regulations.

15-1-2 Purpose and application of rules and regulations

A. The provisions of this title are intended for the safe, orderly and efficient operation of the airport and apply to all tenants, commercial aeronautical activity providers, and other persons using the airport for any reason.

B. Unless a particular regulation states otherwise, the regulations set forth in this title shall apply only on the airport property.

C. Violations of federal aviation regulations shall fall under the jurisdiction of the FAA.

15-1-3 ~~15-1-1~~ Definitions

A. ~~"Airport" means Marana Regional Airport, formerly known as Marana Northwest Regional Airport, formerly known as Avra Valley Airport.~~All definitions contained within the federal aviation regulations, 14 CFR part 1, shall be considered as included in this section.

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

1. "Air traffic" means aircraft operations anywhere in the airport traffic area and in the movement area.

2. "Air traffic control" means a service operated by a duly designated authority to direct air traffic movements and promote the safe, orderly, and expeditious flow of air traffic.

3. "Aircraft accident" or "aircraft incident" means a collision or other contact between a part of an aircraft and another aircraft, vehicle, person, stationary object or other thing that results in bodily injury, death or property damage; or an entry into or emerging from an aircraft or vehicle by a person that results in bodily injury or death of any person or property damage.

4. "Aircraft fuel" means all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion engine or a jet or turbine engine.

5. "Aircraft maintenance" means all maintenance performed on an aircraft, including major aircraft alterations and repairs, and aircraft preventive maintenance.

6. "Aircraft operation" means an aircraft arrival at or departure from the airport.

7. "Aircraft owner" means any person holding legal title to an aircraft, as evidenced by an appropriate certificate of title if applicable, or any person authorized by the legal title holder to use or possess the aircraft.

8. "Aircraft parking area" means a hangar and apron location on the airport designated by the airport director for the parking and storage of aircraft.

9. "Aircraft preventive maintenance" means aircraft maintenance that is not a major aircraft alteration or repair, and does not involve complex assembly operations, and is similar to the types of work listed in 14 CFR part 43, appendix A, paragraph (c), except that for the purpose of this title, replacing prefabricated fuel lines shall be considered a major aircraft repair.

10. "Airport" means all of the town-owned or leased real and or personal property comprising the Marana regional airport as it now exists or as may hereafter be expanded and developed, including all of the facilities as shown on the most current FAA-approved airport layout plan (ALP).

11. ~~B.~~ "Airport director" means the person designated as the town of Marana's airport director, any person directed by the town manager to act as the airport director, or the airport director's authorized representative.

~~C.~~

12. "Airport ~~property" means the entire land area encompassing the airport, including without limitation any and all leased spaces, aircraft, motor vehicles and buildings located at or on the airport property.~~

~~D. "AOA" means the airport operation area, which is the area of the airport used for aircraft landing, takeoff, or surface maneuvering including the areas around hangars, navigation equipment, and communication facilities~~grant agreement" means an agreement between the FAA and an airport sponsor through which the airport sponsor received grant money from the FAA in exchange for committing to fulfill certain obligations related to the airport operated by the sponsor.

13. "Airport operations area" or "AOA" means all restricted ground areas of the airport, including taxiways, runways, loading ramps, and parking areas; the AOA is divided into two distinct areas: the "movement" area and the "non-movement" area.

14. "Airside" means the portion of an airport that contains the facilities necessary for the operation of aircraft.

15. ~~E.~~ "Apron" or "ramp" means ~~the~~an area ~~intended to accommodate aircraft for purposes of~~designed for loading or unloading passengers and/or cargo, refueling, catering, parking~~,~~ or maintenance~~.~~ of aircraft.

16. "AWOS" means automated weather observation system.

17. "Based aircraft" means an aircraft that meets all of the following criteria:

    a. The owner physically locates the aircraft at the airport with the intent and purpose for the aircraft to remain for an undetermined period; and

    b. Whenever absent from the airport, including for a limited or seasonal duration, the aircraft's owner intends to return the aircraft to the airport for permanent storage; and

    c. The aircraft's presence on the airport is not transitory in nature.

18. "Based commercial aeronautical activity provider" means a commercial aeronautical activity provider that has been given permission by the airport director to conduct its business using an airport hangar or other airport facility as the primary location for its business.

19. "Commercial activity" means the conduct of any aspect of a business, concession or service in order to provide goods or services to any person for compensation, including any such activity conducted by a charitable or non-profit organization.

20. "Commercial aeronautical activity" means any commercial activity that involves, makes possible, or is required for the operation of aircraft or an airport, or that contributes to or is required for the safety of such operations, including, but not limited to, the following activities:

    a. Aircraft sales and services

    b. Airframe and power plant repair services

    c. Aircraft rental services

    d. Flight training services

    e. Aircraft charter or on-demand air taxi services

    f. Air ambulance services

    g. Airborne mineral exploration

    h. Aircraft management services

    i. Radio, instrument or propeller repair services

    j. Aerial applications (e.g., crop-dusting, fire suppression)

    k. Aviation fuels and petroleum product sales

    l. Sale of aviation parts

m. Lease, sublease, or rental permit of any aircraft hangar, shade, tie-down, or other parking space

n. Banner towing and aerial advertising

o. Aerial photography or survey

p. Powerline or pipeline patrol

q. Aircraft washing and cleaning services

r. Any other commercial activity that is directly related to the operation, maintenance, repair, or storage of aircraft or the operation of the airport

21. "Commercial aeronautical activity provider" means any person that provides a commercial aeronautical activity on the airport.

22. "Commercial operating permit" means a permit that has been approved and issued by the airport director, prior to conducting any commercial business at the airport.

23. "Disabled aircraft" means an aircraft that remains in the movement area following an aircraft accident or incident or other event that renders it non-airworthy.

24. "FAA" means the federal aviation administration.

25. "FAA certificate of aircraft registration" means the FAA form that shows aircraft type and current ownership.

26. "FAR" means federal aviation regulations.

27. "Federal airport grant assurance obligations" means provisions within a federal airport grant agreement with which the recipient of federal airport development funding has agreed to comply in exchange for the assistance provided.

28. "Fixed base operator" or "FBO" means the company that conducts the servicing of general aviation within the airport restricted area.

29. "Foreign object debris" or "FOD" means any loose item (trash, metal, rocks, etc.) lying on the ground having the potential to cause significant damage to property or injury to aircraft and personnel in the AOA.

30. "Fuel handling" means the transportation, delivery, and draining of fuel or fuel waste products, and the fueling/defueling of aircraft.

31. "Fuel storage area" means any portion of the airport designated temporarily or permanently by the town as an area in which fuel may be stored or loaded.

32. "General aviation" means all types of civil aviation operations other than those conducted as a commercial aeronautical activity.

33. "Ground support equipment" or "GSE" means the support equipment at an airport used to service or support the operation of aircraft on the ground.

34. "Hangar" means an aircraft hangar used primarily for aircraft storage or aircraft maintenance.

35. "Hazardous materials" means any chemical, substance, material, waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive, or as a contaminate or pollutant, or other similar term, by, and/or that is subject to regulation under, any federal, state or local environmental or hazardous materials statute, regulation, or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

36. "Helipad" means an apron that is designated solely for rotorcraft operations; the helipad is part of the airport movement area.

37. ~~F. "Holdshort~~Hold short line" means ~~markings~~a pavement marking consisting of ~~four yellow lines,~~ two solid ~~and~~yellow stripes followed by two dashed~~,~~ stripes extending across the width of the taxiway or runway indicating where an aircraft is required to stop as the marking indicates the close proximity of an active runway.

~~G. "NWFD" means the Northwest Fire District~~

38. "Landside" means the portion of an airport that provides the facilities necessary for the processing of passengers, cargo, freight, vehicle parking, and ground transportation vehicles.

~~H. "NWFD fire chief" means the fire chief of NWFD or a person duly authorized to act on behalf of the NWFD fire chief.~~

39. "Lease" means an agreement granting the right to occupy or use property during a certain period in exchange for a specified rent.

40. "Major aircraft alterations and repairs" means major aircraft alterations and/or repairs of the types listed in 14 CFR part 43 appendix A, paragraphs (a) and (b).

41. "Minimum operating standards" means those standards adopted by the town as the minimum requirements to be met as a condition for the privilege of conducting commercial activities at the airport, as such standards may be amended from time to time, and containing detailed provisions outlining the minimum building size and other standards acceptable by the airport for a business operating on the airport.

42. "Movement area" means the runways, taxiways, helipad, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft.

43. "Non-movement area" means all parking areas, tie-down areas, perimeter roads, aprons/ramps and other areas within the AOA that are not specifically designated as within the movement area.

44. "Non-tenant operator" means a person with no established office, station, or location on airport property and not having a lease agreement with the airport.

45. "NOTAM" means notice to airmen.

46. "NTSB" means the national transportation safety board.

47. "Perimeter roads" means gravel or paved roadways that circumnavigate the AOA.

48. "Permit" means a written document issued by the airport director, authorizing the recipient to conduct one or more commercial activities at the airport that the recipient would not otherwise be authorized (e.g., by a commercial lease) to conduct.

49. "Road" or "roadway" means any roadway within the boundaries of the airport and designated for use by vehicles, whether improved or unimproved and whether dedicated or not.

50. "Rules and regulations" means the version of this title in effect at any given time.

51. ~~I.~~ "Runway" means a defined rectangular ~~area~~surface on an airport prepared and suitable for the landing and takeoff ~~run~~ of aircraft ~~along its length~~; runways have markings in white with white lights.

52. "Safety area" means a defined area comprised of either a runway or taxiway and the surrounding surfaces that is prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from a runway or the unintentional departure from a taxiway.

53. "Shade port" means an area used for the storage of aircraft or other items permitted by the airport director or for activities permitted by the airport director that is covered by a roof but no sides.

54. "Specialized aviation service operator" or "SASO" means a person that conducts one or more of the types of commercial aeronautical activities described in the airport minimum operating standards.

55. ~~J.~~ "Taxilane" means the portion of the ~~apron, or any other area,~~aircraft parking areas used for access between taxiways and aircraft parking ~~or storage~~ areas.

56. ~~K.~~ "Taxiway" means a ~~defined path~~paved and marked area established for ~~the~~ taxiing of aircraft from one ~~part of the~~place

on an airport to another; taxiways have markings in yellow with blue lights.

57. ~~L. "Tiedown" means a defined area outdoors where parked aircraft are tied down with chains or rope.~~Tenant" means any person authorized to occupy or use any portion of the airport on the basis of either a written lease or permit directly with or from the town, or a sublease with an entity that has a lease directly with the town; includes any entity that has an ownership interest in a hangar located on airport property, since that ownership interest is subject to both the lease under which the underlying land was leased from the town, and the sublease under which that land was subleased from the entity (such as the FBO) that leased the land directly from the town.

~~15-1-2 **Applicability**~~

~~Unless a particular regulation states otherwise, the regulations set forth in this title shall apply only on the airport property.~~

58. "Tie-down" means an area used for the storage of aircraft or other items permitted by the airport director or for activities permitted by the airport director that is not covered by a roof.

59. "Traffic pattern" means the traffic flow that is established for aircraft landing at, taxiing on, or taking off from the airport.

60. "UAS" means unmanned aircraft system, commonly referred to as a drone.

61. "UNICOM" means a universal communication radio frequency used at uncontrolled airports for pilot communication, and to communicate with the FBO to arrange services such as parking, fuel, and general information.

62. "Vehicle" means a device other than an aircraft in, upon, or by which any person or property is or may be propelled, moved or drawn upon a roadway.

63. "Vehicle parking area" means any portion of the airport designated and made available temporary or permanently by the town for the parking of vehicles.

64. "Vehicular accident" means a collision or other contact between a part of one vehicle and another vehicle, or a person, stationary object or other thing that results in bodily injury, death or property damage; or an entry into or emerging from any vehicle by a person that results in bodily injury or death of any person or property damage.

15-1-4 Incorporation of rules and standards by reference

The following, as they may be amended from time to time, are hereby incorporated by reference as if set out at length in this title:

A. Marana regional airport minimum operating standards

B. Marana regional airport rates and fees, as established by a fee schedule adopted by the town council and amended from time to time

C. Marana regional airport ultra-light aircraft operating rules

D. Marana regional airport architecture and landscape design standards

E. Marana regional airport commercial leasing policy and application

15-1-5 Conflicting laws, ordinances, regulations, and contracts

A. In any case where a provision of this title is in conflict with any other provision of this title, or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the town, the provision that establishes the higher standard for the promotion and protection of the health and safety of people shall apply.

B. No existing or future town contract, lease agreement or other contractual arrangement, or any payment or performance thereunder, shall excuse any failure of full and complete compliance with this title.

C. Compliance with this title shall not excuse any failure of full and complete compliance with any obligations to the town under any existing or future town contract, lease agreement, or other contractual arrangement.

D. If any part of this title conflicts with federal or state law or regulation, then such federal or state authority shall take precedence.

15-1-6 Airport director's authority

In addition to other powers and duties set forth elsewhere in this title, the airport director has the following authority:

A. To issue rules, regulations, orders, and instructions necessary to administer this title, including posting signs at the airport which state or apply those rules, regulations, orders, or instructions.

B. To waive any portion of this title for up to 30 days to ensure public safety or the efficient use of the airport.

C. To close the airport or any portion of it using applicable FAA procedures, as appropriate, upon determining that conditions are unfavorable for aircraft operations.

D. To inspect all areas under lease to or occupied by tenants, including all hangars, at all reasonable times.

15-1-7 Airport staff's authority

Each member of the staff of the airport director, as a representative of the airport director, and any party acting under the direction of the airport director based on a contract with the town, is empowered to

enforce the provisions of this title and all orders and regulations issued by the airport director.

15-1-8 Classification; enforcement; continuing violations; effect of revocation or suspension on prosecution

A. Whenever in this title any act is prohibited or declared to be unlawful or the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of that provision is a class one misdemeanor.

B. The provisions of this title and any resolutions, minimum standards or other rules and regulations promulgated under this title, and the provisions of any other ordinance or law related to the airport, may be enforced in any manner provided for by town ordinances and state or federal laws.

C. No delay or failure on the part of the town in enforcing any aspect of this title shall impair the t own's enforcement action, nor shall any delay be construed as a waiver of such enforcement action.

D. No single or partial exercise of an enforcement action shall preclude any further exercise of enforcement right, or privilege of the town.

E. No waiver of any aspect of this title shall be valid unless made in writing and signed and dated by the airport director, and then only to the extent expressly specified in such writing and expressly permitted by this title.

F. Each day any violation continues shall constitute a separate offense.

G. Revocation or suspension of any license or permit required by this title or any state or federal law shall not be a defense against prosecution.

15-1-9 Administrative penalties

In addition to any other remedy available as a matter of law, violations of this title or of any rule, regulation, order, or instruction issued by the airport director may result in withdrawal of permission to use the airport and/or loss of unescorted AOA access privileges.

CHAPTER 15-2. GENERAL USE OF AIRPORT

15-2-1 ~~15-1-3~~ Conditions of use

A. The conditions under which the airport or any of it facilities may be used shall be as established pursuant to this title or otherwise by the town council.

B. Any permission directly, indirectly, expressly or implicitly granted by the town to enter upon or use the airport or any part of it is conditioned upon compliance with this title, and any rules, regulations, or minimum operating ~~standard~~standards

promulgated under this title, this code, and all other applicable state and federal laws, rules and regulations.

C. Entry upon the airport property by any ~~operator, off airport user, crew member, passenger, spectator, sightseer, vehicle driver, airline officer or employee, lessee, sublessee, permittee, person doing business with the airport, or any other~~ person shall be deemed to constitute an agreement by that person to comply with all of the following:

1. This title~~.~~
2. The requirements of any grant agreement to which the town is bound relating to the airport~~.~~
3. Any and all orders or regulations promulgated by the town or the airport director~~.~~
4. Any and all signs posted by or under the authority of the town or the airport director.
5. Any and all applicable laws and regulations of the United States and the state.

D. The town reserves the right to deny any or all use of or access to the airport to any person for any reasonable cause.

E. Unless expressly provided otherwise, any consent or permission of the town required under this title must be obtained in advance, in writing and signed and dated by the airport director.

F. Unless expressly provided otherwise, any notice or application to the town required under this title must be given in writing to the airport director during normal business hours at the airport office.

G. The privilege of using the airport and its facilities is conditioned upon the user's assumption of full responsibility and risk for that use. The town assumes no responsibility for injury or damage to persons or property of persons, stored on, or using the airport facilities, by reason of fire, theft, vandalism, weather, storm, flood, earthquake, or collision, nor does the town assume any liability for injury to persons while on the airport or while using airport facilities. By using the airport and its facilities, the user releases and agrees to hold harmless and indemnify the town and its officers, employees and agents from and against any liability or loss resulting from that use.

H. ~~Owners and operators of all aircraft based at the airport shall comply with all of the applicable provisions of title 28, chapter 25, Arizona revised statutes.~~ Any person accessing the airport shall be responsible for their actions and the actions of any person to whom they provide access, whether directly or indirectly.

~~15-1-4 Incorporation of rules and standards by reference~~

~~The following, as they may be amended from time to time, are hereby incorporated by reference as if set out at length in this title:~~

A. The Marana regional airport minimum operating standards.

B. The Marana regional airport rates and fees schedule.

C. The Marana regional airport ultralight standards.

D. The Marana regional airport architecture and landscape design standards.

E. The Marana regional airport commercial leasing policy and application.

15-1-5 Airport director's authority

In addition to other powers and duties set forth elsewhere in this title, the airport director has the following authority:

A. To issue rules, regulations, orders, and instructions necessary to administer this title, including posting signs at the airport which state or apply those rules, regulations, orders, or instructions.

B. To waive any portion of this title to ensure public safety or the efficient use of the airport for up to 30 days.

C. To close the airport or any portion of it using applicable FAA procedures, as appropriate, upon determining that conditions are unfavorable for aircraft operations.

15-1-6 Airport staff's authority

Each member of the staff of the airport director, as a representative of the airport director, and any party acting under the direction of the airport director based on a contract with the town, is empowered to enforce the provisions of this title and all orders and regulations issued by the airport director.

15-1-7 Airport operation

A. The airport shall be conducted as a public air facility for the promotion and accommodation of civil aviation and associated activities.

B. The airport shall be open for public use.

15-1-8 Conflicting laws, ordinances, regulations and contracts

The reformatted Town Code adopted by Ordinance 2005.22 incorrectly numbered this section as 15-1-5. On February 17, 2006, the town attorney renumbered it 15-1-8 as a scrivener's correction, under authority confirmed by Ordinance 2008.16

A. Whenever a provision of this title, rules and regulations, minimum operating standards, or rates and fees schedule adopted under this title is or is determined to be in conflict with any other provision of this title, regulations adopted under this title, or any zoning, building, fire, safety, health or other law, ordinance or code of the town, the Federal Aviation Administration, the United States Government or the state, the more restrictive provision shall prevail.

B. It is not intended by this title to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws

~~or ordinances, except those specifically repealed by this title, or to excuse any person from performing obligations to the town under any lease or other contract.~~

~~C. No existing or future town contract, lease, agreement or other contractual arrangement, and no payment or performance under it, shall excuse full and complete compliance with this title.~~

~~D. Compliance with this title shall not excuse a party's full and complete compliance with any obligations to the town under any existing or future town contract, lease, agreement or other contractual arrangement.~~

~~E. Compliance with this title does not excuse failure to comply with any other law.~~

~~F. All lease agreements and permits and other contractual or governmental arrangements shall be subordinate to the provisions of any existing or future agreement with the United States or the state to which the town is a party relating to the operation and maintenance of the airport.~~

~~15-1-9 **General rules of conduct**~~

~~*The reformatted Town Code adopted by Ordinance 2005.22 incorrectly numbered this section as 15-1-6. On February 17, 2006, the town attorney renumbered it 15-1-9 as a scrivener's correction.*~~

~~A. No person shall do any of the following:~~

~~1. Commit any criminal act or nuisance.~~

~~2. Camp.~~

~~3. Sleep.~~

~~4. Loiter.~~

~~5. Ignite a fire.~~

~~6. Maintain a temporary or permanent residence.~~

I. No person other than those in an aircraft operating on the airport or in vehicles authorized to service or support such aircraft shall enter the AOA except with written approval of the airport director or other authorized representative. All persons authorized access to the AOA shall have suitable identification on their person when in the area.

J. No person may use the airport or its facilities, or engage in any conduct on or related to the airport, in any way that would cause the town to be in non-compliance with any of the town's federal and/or state airport grant assurance obligations.

K. ~~B.~~ All children under the age of 13 years must be accompanied by an adult 18 years of age or older at all times.

15-2-2 Commercial business operations

A. ~~C.~~ No person shall ~~dispose of garbage, papers, refuse, or other similar material except in receptacles provided for that purpose.~~ use any portion of the airport for any commercial activities unless the commercial activities are conducted by the person pursuant to a

business license issued by the town and either a written commercial lease or sublease authorizing the commercial activity or a permit issued by the airport director authorizing the commercial activity.

B. The airport director may issue permits for commercial activities at the airport to persons whose commercial activities do not require a formal lease or sublease, provided that such permits are effective for no more than 30 days or are terminable by the town without cause upon no less than 30 days' notice, or are immediately terminable by the town for cause.

C. No commercial business operations shall be permitted in storage hangars.

D. No person shall engage in any commercial aeronautical activity at the airport except in conformity with all federal aviation regulations, the applicable provisions of title 28, chapter 25, Arizona revised statutes, the applicable provisions of this code, and this title.

E. Prior to commencing any commercial activity at the airport a person must present to the airport director satisfactory information and proof that he or she meets the minimum operating standards established by the town for engaging in such commercial activity.

F. All commercial business operations shall be performed in accordance with the provisions of the certificate of occupancy issued to the business and in compliance with all applicable local building and fire codes.

15-2-3 Closing the airport during emergencies

During an emergency at the airport, the airport director shall have absolute control of the airport. If the airport director believes conditions at the airport are unsafe for aircraft operations, the airport director shall have the authority to close the entire airport or any part of the airport, and issue a NOTAM describing the closure.

15-2-4 Aircraft parking

A. Transient aircraft parking overnight or longer shall be on the open tie-down parking ramp, in a designated parking space, and subject to applicable parking fees.

B. Transient aircraft parking short term (no overnight) shall be on the FBO/terminal ramp or the open tie-down ramp, in a designated parking space.

C. Overnight parking on the FBO/terminal ramp is prohibited unless authorized by the airport director or an authorized representative of the FBO.

D. No person shall park or allow to remain stationary any aircraft at the airport except within a designated aircraft parking area.

E. No person shall park an aircraft in a reserved aircraft parking area without prior permission from the town or a tenant authorized to provide an aircraft parking area to other persons.

F. No person shall leave an aircraft parked in a shade port or tie-down without first having ensured that the aircraft is adequately secured to the pavement.

G. Aircraft must not be parked so as to block or obstruct any of the following:

1. Fire, police, or other emergency vehicle access

2. Taxi lanes

3. Hangars

H. Inoperable, abandoned or junked aircraft, and aircraft awaiting major repair and/or missing external parts (e.g., propeller), shall be temporarily stored in a fully enclosed hangar, subject to aircraft hangar rules that prohibit the indefinite storage of nonoperational aircraft, or will be removed from the airport property by the airport director at the aircraft owner's expense.

I. If any aircraft is parked in violation of this section, or, in the determination of the airport director, presents an operational or safety hazard in any area of the airport, the airport director may cause the aircraft, at the owner's/operator's expense, and without liability for damage that may result in the course of such moving, to be moved and delivered into the care of a representative of an FBO or SASO authorized to do business on the airport.

J. To avoid being considered abandoned and being removed from the airport property by the airport director at the aircraft owner's expense, aircraft parked or stored outside must:

1. Have a current annual certification; and

2. Be supported by its own landing gear with fully inflated tires and in a condition to tow.

K. Aircraft parked or stored outside shall not leak fuel, oil, or other materials on the ground or aprons.

15-2-5 Parking permits and payments

A. All persons parking aircraft at the airport overnight or longer shall register the aircraft with the office of the airport director as soon as possible after landing.

B. All persons parking aircraft at the airport for 30 days or less shall pay the daily transient parking fees, as established in a fee schedule adopted by the town council and amended from time to time.

C. All persons parking aircraft at the airport for 30 days or longer shall enter into a parking agreement and obtain a monthly parking permit from the town and shall pay all applicable monthly parking fees, as established in a fee schedule adopted by the town council

and amended from time to time. All applicable daily parking fees shall be paid until such time as the person obtains the monthly parking permit.

D. All persons parking aircraft at the airport shall comply with the terms and conditions of any parking permit or parking agreement.

E. Failure to comply with the provisions of this section or the terms and conditions of any parking permit or parking agreement may result in cancellation of any parking permits and agreements.

F. Upon receiving notice of cancellation of a parking permit or agreement, an aircraft owner shall have 60 days to remove the aircraft in question from the airport. If the aircraft is not removed within 60 days, or other arrangements made with the airport director, a peace officer may seize the aircraft and notify the state of the seizure pursuant to A.R.S. § 28-8243 or the town may sell the aircraft pursuant to A.R.S. § 33-1023.

G. Non-payment of any hangar rent, lease payments, or parking fees owed to the airport or FBO will result in the deactivation of user's gate access card or and/or access code.

15-2-6 Aircraft owner's performance of maintenance and use of commercial aeronautical activities providers

A. An aircraft owner is permitted to fuel, wash, apply limited touch up small-scale paint or finish, and provide aircraft preventive maintenance only to the owner's own aircraft, and only if the aircraft is based at the airport, provided that the owner complies with this title and all applicable laws, federal aviation regulations, and town code provisions.

1. Limited touch-up, small-scale painting, or refinishing is permitted only in areas designated for such activities and supplied with appropriate fire protection equipment such as the aircraft maintenance hangars.

2. Any spray apparatus application of any size and brush/roll applications exceeding one gallon are prohibited outside of dedicated approved flammable finish application areas, except when utilizing water-miscible solutions in accordance with the international fire code.

3. Large-scale painting is prohibited unless approved by the airport director.

4. Fueling may only be conducted outside of the hangar and in compliance with all applicable fire codes, FAA guidance regarding aircraft fuel storage, handling and dispensing on airports, the requirements of this title, and all other applicable laws and standards.

5. Any person applying any finish shall ensure compliance with all applicable environmental regulations and shall not cause damage to hangars or nearby aircraft.

B. An owner of a based aircraft may hire or allow a person who is not a based commercial aeronautical activity provider to provide any of the services described in this section, or major aircraft alterations and repairs.

1. The person providing the services must obtain a SASO permit from the airport director prior to engaging in the services.

2. The services shall be provided:

a. In the presence and under the direct supervision of the aircraft owner, unless the service provider has his or her own airport security gate access identification badge

b. At the based location of the aircraft at the airport

c. In conformance with this title and all applicable laws, federal aviation regulations, and town code provisions.

C. Where the services are provided as a commercial aeronautical activity for the benefit of the aircraft owner, the provider must be a direct employee or authorized independent contractor of the aircraft owner, or for certificated aircraft, an FAA-certified technical specialist or a mechanic. All such providers must hold a permit to conduct commercial activities and a town business license, and pay all applicable fees for performing such activity.

15-2-7 Major aircraft alterations and repairs

Major aircraft alterations and repairs may be conducted on the airport only:

A. By a based commercial aeronautical activity provider authorized by the airport to perform major aircraft alterations or repairs; or

B. By the owner of the aircraft being altered or repaired, and in accordance with applicable provisions of this title.

C. In areas of the airport designated and designed for major alterations and repairs in accordance with applicable building and fire codes.

15-2-8 Aircraft hangars

A. This section applies to all aircraft hangars regardless of whether the hangar occupant leases the hangar or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease with the town.

B. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the airport's obligations to use aeronautical facilities for aeronautical use.

C. Aircraft hangars shall be used for aeronautical purposes, or shall be available for use for aeronautical purposes, except as otherwise approved by the FAA. Non-aeronautical use of hangars shall be the exception and must be approved by the airport director.

D. Notwithstanding the general rule that aircraft hangars shall be used for aeronautical purposes, in accordance with FAA policy, the airport director may request FAA approval of non-aeronautical uses of aircraft hangars when there are vacant hangars and no current aviation demand for the hangars. This paragraph does not create nor constitute a right to use aircraft hangars for non-aeronautical purposes.

E. For purposes of this section, aeronautical uses of aircraft hangars include:

1. Storage and parking of active aircraft

2. Minor maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational or derelict aircraft or parts

3. Storage of aircraft handling equipment, workbenches, and tools and materials used in the servicing, maintenance, repair, or outfitting of aircraft

4. Final assembly of aircraft under construction

5. Non-commercial construction of amateur-built or kit-built aircraft

F. Non-aeronautical items may be stored in aircraft hangars provided that the hangar is used primarily for aeronautical purposes and the non-aeronautical items do not interfere with the aeronautical use of the hangar. Items will not be considered to interfere with the aeronautical use of the hangar unless the items:

1. Impede the movement of the aircraft in and out of the hangar

2. Impede access to aircraft or other aeronautical contents of the hangar

3. Displace the aeronautical contents of the hangar

4. Are used for the conduct of a non-aeronautical business from the hangar, including storage of inventory

5. Are stored in violation of this title, lease provisions, building codes, or other local ordinances

G. The following items may be stored in aircraft storage hangars:

1. Any aircraft assigned to the hangar on the airport director's list of based aircraft, including any aircraft that are being restored or assembled

2. Aeronautical items associated with an aircraft in the hangar, including the parts, tools, equipment and support items necessary to maintain and operate an aircraft

3. Items associated with an aeronautical activity, including balloon and skydiving equipment and teaching tools

4. Vehicles operated by gate access card permittees and their authorized guests, only when the hangar lessee is either present

on the airport, or using the aircraft normally stored in the hangar

5. Prefabricated metal shelving, workbenches, and cabinets

6. A reasonable amount of functional furniture only for use in the hangar such as a table and chairs

7. Spare aircraft tires, batteries, and battery chargers stored and maintained in accordance with fire codes

8. Refrigerators, air conditioners, fans and similar devices, as long as they are elevated 18 inches above the hangar floor and use no extension cords

9. Non-aeronautical items that comply with paragraph F above

10. Other items determined by the airport director to be allowable, based on their function and the personal needs of the occupant

H. Use of aircraft storage hangars shall be subject to the following restrictions:

1. Hangars shall not be used as a residence.

2. Hangars shall not be used for the operation of a business or a business office, whether the business is aeronautical or non-aeronautical in nature.

3. Hangars shall not be used for storage of household items that can be stored in commercial storage facilities.

4. Welding, cutting and all other hot work operations must comply with applicable fire codes. Doping work involving a flammable coating/finish process cannot be applied via spray apparatus, and if being applied by brush or roller, the agent cannot exceed one gallon unless being applied in an area compliant with the requirements of chapter 24 of the international fire code. Welding, or any repair requiring the use of open flames, spark-producing devices, or the heating of parts above 500° F shall only be done outdoors.

5. No equipment or materials may be stored in hangars unless used for the operation and maintenance either of the based aircraft or of the hangar.

6. There shall be room for the aircraft in the aircraft hangar for the based aircraft at all times, even when the aircraft is temporarily not located in the hangar.

7. Oily rags, oil waste, rags and other rubbish and trash may only be stored in hangars in metal containers with self-closing, tight-fitting lids as approved by the airport director.

8. Fueling, defueling and fuel system maintenance shall comply with all applicable fire codes and with the following:

a. Fueling or defueling within an aircraft storage hangar or within 25 feet thereof is prohibited.

b. Major fuel system maintenance within an aircraft storage hangar is prohibited.

c. Open fuel cells are allowed within the hangars if they are new and have never held fuel, or existing tanks have been purged of flammable vapors so there are no hazardous vapors off-gassing in the space.

d. No flammable or combustible liquids shall be dispensed into or removed from a container, tank, vehicle or aircraft except in a location approved by the fire department.

9. Flammable and combustible liquids stored inside hangars must comply with the following:

a. Flammable liquids with flash points less than 100° F are prohibited. This includes aviation fuel and most volatile solvents.

b. Combustible liquids with flash points greater than 100° F are limited to two gallons maximum. This includes diesel fuel, hydraulic fluid, motor oil and most lubricating oil.

c. Fuel in the tanks of aircraft or aircraft related equipment (tugs, etc.) are exempt from these limitations.

d. All combustible liquids must be stored within safety containers designed for such use, or in the original manufacturers' containers.

10. Oxygen or any combustible or non-combustible compressed gas in a cylinder or portable tank shall be secured. Compressed gas cylinders or tanks shall have pressure relief devices installed and maintained. Cylinders or tanks not in use shall have a transportation safety cap installed. Compressed gas cylinders are subject to maximum allowable quantities per control area depending on their contents.

11. Portable aircraft and vehicle batteries may only be charged within an aircraft hangar while the aircraft owner or occupant is present, except for trickle type chargers with an automatic shutoff. Stationary storage battery systems must be installed and maintained in accordance with applicable fire codes.

I. Hangars shall be subject to annual and periodic inspections by the airport director, the fire department, building officials, and code compliance officers to ensure compliance with all laws, ordinances, and this title. Each occupant shall take reasonable steps to make the hangar available for inspections.

J. No tenant or lessee shall store any objects, parts, or any other items except within their own hangar or a screened outside storage facility approved by the airport director.

K. No tenant or lessee shall knowingly allow leased or sub-leased property or hangars to be used or occupied for any purpose prohibited by this title or by any applicable lease agreement.

15-2-9 Aircraft shade ports and tie-downs

A. Aircraft shade ports and tie-downs may only be used for the following purposes:

1. Storing and parking of a based aircraft assigned to the shade or tie-down and listed on the airport director's list of based aircraft, and storing of aeronautical items that are approved by the airport director. Aircraft parked in a shade or tie-down shall be parked so as to be completely contained within the aircraft parking space and to not obstruct adjacent aircraft parking area, taxi lanes, or fire department or other emergency vehicle access, except for the purpose of immediate and temporary staging and fueling of such aircraft.

2. Parking of vehicles operated by gate card permittees and their authorized guests.

B. Use of aircraft shade ports and tie-downs shall be subject to the following restrictions:

1. No aircraft maintenance shall be performed in the open tie-downs, shade ports, or any aprons without the approval of the airport director. This subparagraph does not apply to minor maintenance activities, such as air filter replacement, and emergency repairs.

2. No equipment or materials may be stored in shade ports or tie-downs unless used for the operation and maintenance of the based aircraft assigned to the shade port or tie-down. The airport director may approve the storage of additional items on a case-by-case basis.

3. Oily rags, oil waste, rags and other rubbish and trash may only be stored in shade ports or tie-downs in metal containers with self-closing, tight-fitting lids that are approved by the airport director or the fire department and must be secured to prevent spillage.

4. Disabled or otherwise non-airworthy aircraft may not be parked in the shade ports or on open tie-down parking ramp. This includes but is not limited to aircraft with deflated tires, missing external parts (e.g., propeller, cowling), and expired registration. Aircraft in this condition must be removed from the airport or temporarily relocated to a hangar, subject to aircraft hangar rules that prohibit the indefinite storage of nonoperational and derelict aircraft.

5. Portable aircraft and vehicle batteries may be charged in shade ports or tie-downs only while the based aircraft owner, operator, or occupant is present, except for trickle type chargers with an automatic shutoff. Stationary storage battery systems must be installed and maintained in accordance with applicable fire codes.

6. Tenants may have a tool box, ladder or container adjacent to their aircraft. These items must be secured by chain and lock under the aircraft.

7. Oxygen or any combustible or non-combustible compressed gas in a cylinder or portable tank may be stored in shade ports or tie-downs only if the cylinder or tank is secured and has pressure relief devices installed and properly maintained. Compressed gas cylinders or tanks not in use shall have a transportation safety cap installed. Compressed gas cylinders are subject to maximum allowable quantities per control area depending on their contents.

C. Aircraft shade ports and tie-downs shall be subject to annual and periodic inspections by the airport director, the fire department, building officials, and code compliance officers to ensure compliance with all laws, ordinances, and this title.

15-2-10 Airport perimeter roads

A. The use of airport perimeter roads is restricted to airport management, operations, and maintenance employees, authorized FBO personnel, fuel trucks or other vehicles, police and fire personnel, and authorized town staff, town vendors and town contractors.

B. Airport perimeter roads shall not be used as a shortcut between ramps on the airport.

C. Perimeter roads shall remain clear and unobstructed at all times.

15-2-11 Operational and restricted areas

A. No person may enter upon the movement area without the permission of the airport director, except persons assigned duty in the movement area, authorized employees or contractors of the town, and fire, police, and other emergency personnel and vehicles.

B. No person may enter the airside area, except as necessary for the lawful operation or maintenance of an aircraft, or to conduct a commercial activity, or to conduct any other activity authorized by the airport director.

C. No person may enter any area posted as being restricted except as authorized by the airport director.

D. No person may enter into, remain in, place in, or remove any object from, any hangar, shade port or other building or facility at the airport without consent of the town or the person with the legal right of possession of such space, building, or facility.

15-2-12 Airport smoking areas

Smoking is not permitted:

A. Within 50 feet of an aircraft, fuel truck and/or fuel storage area

B. On any apron, taxiway, taxilane, or runway

C. Where specifically prohibited by the town and/or state law

D. Inside any aircraft storage or maintenance hangar.

15-2-13 Use of shop areas

All of a tenant's shops, garages, equipment and facilities are solely for the conduct of that tenant's authorized aeronautical or commercial activities. No person other than employees or agents of that tenant shall make use of such facilities without individual and specific permission of that tenant.

15-2-14 Maintenance of premises

A. All tenants at the airport shall at all times maintain their premises in serviceable, safe and operable condition and repair, and in a condition of repair, cleanliness and general maintenance.

B. All tenants at the airport shall keep the floors of hangars, shade ports and tie-downs leased by them, or used in their operations, clean and clear of fuel, oil, grease and other similar materials.

15-2-15 Waste containers and disposal

A. All airport tenants, users, or visitors shall dispose of all waste in waste containers appropriate for that purpose, and in appropriate locations, as designated by the airport director, and no other containers or areas shall be used.

B. Containers for recyclable materials shall be used in strict compliance with any rules for use posted by the airport director.

C. No household waste shall be disposed of in any airport waste container.

D. No petroleum products, industrial waste matter or other hazardous materials shall be dumped or otherwise disposed of except in accordance with local, county, state and federal law. Hazardous materials shall be the responsibility of the originator under all applicable laws.

15-2-16 Storage

A. No person shall store or stock materials or equipment in such a manner as to be unsightly or constitute a hazard to personnel or property, as determined by the airport director.

B. Individual containers, cartons or packages shall be conspicuously marked or labeled in an approved manner.

C. Rooms or cabinets containing compressed gases shall be conspicuously labeled: "COMPRESSED GAS."

15-2-17 Storage, transfer and cleanup charges

A. The town may remove and impose storage, removal and transfer charges upon any property or material unlawfully placed or otherwise deposited at the airport.

B. The town or the fire department may clean up any material unlawfully spilled, placed or otherwise deposited at the airport, and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses, fines, or damages incurred by the town as a result thereof.

15-2-18 Unmanned aircraft systems (UAS)

A. All persons operating unmanned aircraft systems or drones at or near the airport for commercial, non-recreational purposes shall comply with FAA all rules regarding such use.

B. All persons operating unmanned aircraft systems or drones for recreational purposes within five miles of the airport shall notify the airport director prior to operation.

1. If the airport director objects to the operation, it is expected that the operator will not conduct the proposed flight.

2. Flying model aircraft over the objections of the airport director may be considered to be endangering the safety of the national airspace system (NAS).

15-2-19 Model airplanes, model helicopters, kites, and fireworks

No person shall fly or release a model airplane, model helicopter, rocket, kite, fireworks, balloon, parachute, or the like within two miles of the airport if such activity would create a hazard to aircraft operations or as otherwise determined by the airport director.

15-2-20 Commercial photography or filming

No person may take still, motion or sound pictures, of or at the airport, for commercial purposes, without first applying for a permit from the airport director and paying applicable fees for the activity.

15-2-21 Signs, advertisements, printed or written materials

No person may post, distribute or display signs, advertisements, circulars, or other printed or written materials at the airport except in locations designated by the airport director.

15-2-22 Weapons, explosives, and radioactive substances

A. No person shall carry, possess or exercise control over any unauthorized firearms or explosives on the airport premises in violation of town code, state statute, federal law, or federal aviation regulations.

B. No person, except an authorized law enforcement officer or member of the armed forces of the United States on official duty, may possess any explosives on the airport.

C. No person, except an authorized law enforcement officer or member of the armed forces of the United States on official duty, may store, handle, use, dispense or transport at, in, or upon the airport, any radioactive substance or material, except for materials with a minimum of radioactive substances, such as radioactive paint illuminating instrument dials, without prior written permission from the airport director.

15-2-23 Disorderly conduct and intoxicating liquors

No person may:

A. Commit any disorderly, obscene or unlawful act, or create a nuisance, on the airport.

B. Consume any alcoholic beverage upon any portion of the airport open to the public, except in lawfully established restaurant facilities and in accordance with all applicable laws, or in some other place authorized by a special event permit from the airport director authorizing the consumption of such alcoholic beverages.

C. Become intoxicated on any portion of the airport.

D. Enter upon or loiter on or about the airport without the airport director's or designee's permission.

15-2-24 Property damage; injurious, or detrimental activities

A. ~~D.~~ No person shall destroy, injure, deface, or disturb any building, sign, equipment, marker or other structure, or any tree, flower, or lawn, or any other public property.

B. ~~E.~~ No person ~~shall alter, make additions to, or erect any building or sign or make any excavations without the permission of the airport director.~~may conduct activities at the airport that are injurious, detrimental or damaging to the airport or to airport property or to commercial activities at the airport.

~~F. No person shall abandon any personal property.~~

~~G. No person may ride horses without permission of the airport director.~~

C. Any person causing, or responsible for causing, any such injury, detriment, or damage shall pay the airport, upon the airport's demand, the full cost of repairs.

D. Any person who fails to comply with this section shall be in violation of this title, and the airport director may prohibit the person from any or all of the airport facilities until the airport has been fully reimbursed for the damage caused.

15-2-25 General rules of conduct

No person shall do any of the following on any portion of the airport:

A. Camp.

B. Ignite a fire.

C. Maintain a temporary or permanent residence.

D. ~~H. No person shall hunt~~Hunt, pursue, trap, catch, injure, or kill any bird or animal, except in connection with pest control activities authorized by the airport director.

~~I. No weapon or explosive, shall be carried, openly or concealed, by any person except an on-duty and authorized: peace officer, post officer, air carrier, airport employee, or member of the United States Armed Forces. This paragraph shall not apply to broken down, unloaded and encased firearms being transported by air. For the purpose of this paragraph, the terms "weapon" and "explosive" include any "deadly weapon," "explosive," "firearm" or "prohibited weapon" as defined in A.R.S. § 13-3101.~~

E. ~~J. No person shall solicit~~Solicit fares or funds for any purpose without the written permission of the airport director.

~~K. No person shall post, distribute, or display signs, advertisements, circulars, or other printed or written matter on airport property without permission of the airport director.~~

~~L. No person may enter the airport with a dog or other animal unless it is restrained by a leash or properly confined as determined by the airport director. Animals shall not be permitted to wander unrestrained.~~

~~M. No person shall do any of the following without the express authorization of the airport director:~~

~~1. Enter the AOA.~~

~~2. Enter or cross an apron.~~

~~3. Enter or cross a taxiway.~~

~~4. Enter or cross a runway.~~

~~5. Enter any area posted as being restricted or closed to the public.~~

~~N. No person shall use a rest room other than in a clean and sanitary manner.~~

~~O. No person shall smoke any substance on any apron, taxiway, taxilane, or runway.~~

~~P. No person shall bicycle, skateboard, rollerblade, scooter or perform similar activities in the AOA without permission of the airport director.~~

F. ~~Q. No person shall walk~~Walk in a picket line or take part in a labor or other public demonstration except in a place specifically assigned for that purpose by the airport director.

~~R. No person shall enter an office without the permission of the legal occupant.~~

15-2-26 Alteration of airport property

A. No person may make any alterations to any signs, buildings, aircraft parking areas, leased areas or other airport property, or erect or construct any buildings or other structures at the airport without first receiving written permission of the airport director.

B. Persons undertaking such alterations or construction shall comply with all building codes and permit procedures of the town, and shall deliver to the airport director as-built plans upon completion.

15-2-27 Lost articles

A. Any person finding lost articles in public areas of the airport shall immediately deposit them at the office of the airport director or, if after hours, with an airport staff member or FBO employee on duty at the airport, if available.

B. Articles unclaimed after 90 days will be disposed of in a lawful manner.

15-2-28 Abandoned property

No person may abandon any personal property on airport property or in any building on the airport.

15-2-29 Flying clubs

A flying club shall comply with this title and the minimum operating standards.

15-2-30 Payment of fees

All billings by the town are due and payable upon presentation unless otherwise noted on the bill, or otherwise provided by the terms of a written lease, license, permit or agreement from or with the town.

15-2-31 Dogs and other animals

A. No person may enter the airport with a dog or other animal unless the animal is restrained by a leash or properly confined as determined by the airport director.

B. No person in charge of a dog or other animal may permit the animal to wander unrestrained on any portion of the airport.

C. No person may ride a horse at the airport without the written permission of the airport director.

D. Animal owners are responsible for cleaning up after their pets on the airport.

15-2-32 Based aircraft information

A. All based aircraft must be registered with the airport director.

B. Tenants shall provide to the airport director their name, address and phone number along with the aircraft owner's aircraft make, model and FAA certificate of aircraft registration number or other proof of ownership.

C. All tenants are required to update changes of based aircraft within 30 days of change.

D. The airport director may request confirmation of based aircraft on an as-needed basis. This information will be provided to the Arizona department of transportation on a quarterly basis.

CHAPTER 15-3. FUELING, FLAMMABLE FLUIDS, AND SAFETY

15-3-1 Fuel safety

A. All transportation, storage and other handling of aircraft and vehicle fuel shall comply with applicable fire codes, FAA guidance regarding aircraft fuel storage, handling and dispensing on airports, the requirements of this title, and all other applicable laws and standards.

B. Aircraft fueling vehicles shall be provided and maintained with a substantial heavy duty electrical cable of sufficient length to be bonded to the aircraft to be serviced. Such cable shall be metallically connected to the transfer apparatus or chassis of the aircraft-fueling vehicle on one end and shall be provided with a suitable metal clamp on the other end, to be fixed to the aircraft.

C. The bonding cable shall be bare or have a transparent protective sleeve and be stored on a reel or in a compartment provided for no other purpose. It shall be carried in such a manner that it will not be subjected to sharp kinks or accidental breakage under conditions of general use.

D. Transfer apparatus shall be metallically interconnected with tanks, chassis, axles and springs of aircraft-fueling vehicle.

E. Employees of fuel agents who fuel aircraft, accept fuel shipments, or otherwise handle fuel shall receive fire safety training approved by the fire department.

F. Personnel assigned to and engaged in fuel-servicing operations shall not carry matches or lighters on or about their person. Matches or lighters shall be prohibited in, on, or about aircraft fueling equipment.

15-3-2 Restrictions on commercial fueling activities

No person or company may conduct any commercial fueling activities for aircraft at the airport, except for a tenant operating as a fixed base operator and in accordance with the express terms of such tenant's lease with the town.

15-3-3 Storage of aircraft fuel trucks, trailers and other aircraft refueling devices

A. Aircraft refueling vehicles and other movable aircraft fuel containers and refueling devices shall be stored outside, and not less than 25 feet from an occupied structure, or such other distance from any occupied structures as may be approved by the airport director.

B. Aircraft refueling vehicles shall be parked in a manner that provides a minimum of ten feet of separation between each aircraft refueling vehicle and any other vehicle or aircraft refueling device.

C. No aircraft refueling vehicle, other movable aircraft fuel container, or other aircraft refueling device, empty or otherwise, may be brought into, kept or stored within any building at the airport unless the building is used exclusively for that purpose.

D. This section does not apply to vehicle fuel approved containers with a capacity of not more than five gallons, provided no more than five such containers may be located within a single vehicle.

15-3-4 Aircraft refueling and defueling locations

All aircraft fueling shall be performed outdoors. Aircraft being fueled shall be positioned so that aircraft fuel system vents or fuel tank openings are not closer than 25 feet from any building or structure.

15-3-5 Maintenance of fuel servicing vehicles

A. Maintenance and servicing of aircraft fuel servicing vehicles shall be performed outdoors or in a building approved for that purpose by the airport director.

B. Aircraft fueling vehicles and all related equipment shall be properly maintained and kept in good repair. Accumulations of oil, grease, fuel and other flammable or combustible materials is prohibited. Maintenance and service of such equipment shall be accomplished in areas approved by the fire department.

C. Tanks, pipes, hoses, valves and other fuel delivery equipment shall be maintained leak free at all times.

15-3-6 Open flames

A. There shall be no open flames or lighted open-flame devices in any of the following locations:

1. The airside area

2. Within 50 feet of any aircraft, fuel truck, and/or fuel storage area

3. In any other area where open flames are specifically prohibited by the town

B. Lighted open-flame devices shall include, but shall not be limited to, the following:

1. Exposed flame heaters

2. Liquid, solid or gaseous devices, including portable and wheeled gasoline or kerosene heaters

3. Gas or charcoal cooking grills

4. Heat producing, welding, or cutting devices, and blowtorches

5. Flare pots or other open-flame lights

15-3-7 Removal of gasoline, oil, and grease

A. If there is spillage of gasoline, oil, grease or any material that may be unsightly or detrimental to the airport, the spilled material shall be removed immediately, either by the operator or owner of the equipment causing the spillage, or by the tenant, commercial aeronautical service provider, or other person responsible for the spillage.

B. If the equipment operator or other responsible person fails to restore the area to its original, safe, and environmentally sound status, the town may clean up any material spilled, placed or otherwise deposited at the airport, and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses, fines, or damages incurred by the town as a result thereof.

C. Spillage events may constitute grounds for the equipment operator or responsible person being denied access to the airport.

D. Activities in the affected area not related to the mitigation of the spill shall cease until the spilled material has been removed or the hazard has been mitigated. Aircraft or other vehicles shall not be moved through the spill area until the spilled material has been removed or the hazard has been mitigated.

E. All spills shall be reported to airport management, documented, and mitigated.

F. The fire department shall be notified of any fuel spill which is considered a hazard to people or property, or which meets one or more of the following criteria:

1. Any dimension of the spill is greater than ten feet.

2. The spill area is greater than 50 square feet.

3. The fuel flow is continuous in nature.

G. The fueling-system operator shall conduct an investigation of all spills that require notification to the fire department.

15-3-8 Lubricating oils

A. Lubricating oils that are necessary for minor aircraft maintenance and have a flash point at or above 100° F, may be stored in hangars or suitable storage devices as approved by the airport director,

provided they are stored in their original container and have the original manufacturer's labeling.

B. No more than 30 gallons of such lubricating oils may be stored by any person, except that an aircraft maintenance shop authorized by the airport director to operate on the airport may store more than 30 gallons of lubricating oils, in accordance with applicable fire code provisions.

15-3-9 Fire extinguishers

A. All airport tenants shall supply and maintain adequate and readily accessible fire extinguishers as required by the fire department. Each fire extinguisher shall carry a placard showing the date of the most recent inspection.

B. Any discharge of any fire extinguisher equipment on airport property, regardless of the circumstances, shall be reported to the airport director immediately after use, in accordance with state statutory requirements.

C. At least two fire extinguishers, each having a rating of 20-BC, shall be readily available for use in connection with any aircraft fueling operations.

D. Aircraft fuel-servicing tank vehicles shall be equipped with a minimum of two listed portable fire extinguishers, each having a rating of 20-BC. A portable fire extinguisher shall be readily accessible from either side of the vehicle.

E. Aircraft towing vehicles shall have a minimum of one listed 20-BC fire extinguisher.

F. All welding apparatus shall be equipped with a minimum of one listed 2-A: 20-BC fire extinguisher.

G. Use of a fire extinguisher shall be immediately reported to the fire department.

15-3-10 Movable aircraft fuel storage tanks or containers

Unless otherwise approved by the airport director and the fire department, movable aircraft fuel storage tanks or containers are prohibited at the airport except for:

A. Aircraft fuel trucks and trailers constructed, operated and maintained in all respects as required by local, state or federal law.

B. Permanent fuel tanks in an operable aircraft.

C. Containers not exceeding one-gallon capacity used solely for sampling and testing of fuel, engines, and fuel handling apparatus.

D. No more than one tank per person, with a capacity of not more than 55 gallons, used by that person to fuel their own aircraft pursuant to a self-fueling permit.

E. Fuel transport vehicles authorized by the town, and lawfully transporting fuel for immediate dispensing into a fuel storage tank. Such vehicles shall access the airport at a point approved by the airport director and remain under escort by the representative of the person on the airport receiving the fuel.

15-3-11 Self-fueling

A. Except as may be prohibited by other provisions of this title and any other applicable law, owners of a based aircraft who desire to self-fuel their aircraft, shall apply for a self-fueling permit from the airport director.

B. Paragraph A above does not apply to the use of a self-service fuel facility provided by a fixed base operator.

C. Self-fueling of vehicles other than aircraft is strictly prohibited.

D. Rotorcraft may not use the self-fuel facilities.

15-3-12 Fueling of fuel vehicles

Transferring fuel from vehicle to vehicle on airport property is prohibited unless the fuel is transferred from an approved fuel loading device.

15-3-13 Vehicle fuel

No person shall possess vehicle fuel on the airport except:

A. Within the permanently installed fuel tank of a vehicle for use by that vehicle

B. Within movable containers designed for storage of vehicle fuel, subject to the following conditions:

1. The containers have a maximum capacity of five gallons.

2. No more than five such containers are located in a single vehicle.

C. Within underground or above-ground vehicle fuel storage tanks that have a capacity of not more than 2,000 gallons, and are lawfully installed and maintained in accordance with this title.

15-3-14 Fuel farms

Only full-service fixed base operator(s) who have a lease with express terms authorizing them to conduct commercial fueling activities on the airport will be permitted to install a permanent fuel farm. Any such installation must be approved by the airport director and the fire department.

CHAPTER 15-4. ~~CHAPTER 15-2.~~ AIRCRAFT OPERATIONS

~~15-2-1 General~~

15-4-1 Restricted runway operations

A. ~~No person shall navigate, land aircraft upon, or conduct any aircraft or other operations on or from the airport, or engage in any other aviation activity at the airport or elsewhere within the town, except in conformity with the requirements of the Federal Aviation Administration and all other applicable laws, statutes, ordinances, rules, regulations and minimum operating standards of the United States, the state, town, or any other governmental entity with jurisdiction.~~ Except in an emergency, all fixed wing aircraft landings and takeoffs shall be made on a paved runway.

B. ~~All aircraft traffic shall conform to the established traffic pattern as approved by the airport director.~~ Landings and/or takeoffs from dirt surfaces are strictly prohibited.

C. ~~No person shall conduct experimental flight or ground demonstrations without prior permission of the airport director.~~ Except in an emergency, no rotorcraft equipped with skid type landing gear shall perform run-on landings, or any other maneuvers that would cause the skids to slide upon the runway surface.

D. ~~No person while under the influence of intoxicating liquor or drugs shall operate any aircraft.~~ Landing aircraft shall clear the runway as soon as practical, consistent with safety, and taxi ahead to the nearest turn-off.

~~E. Parked transient aircraft shall be registered with the office of the airport director as soon as possible after landing.~~

~~F. All aircraft based at the airport shall be registered with the office of the airport director before beginning operations. Any change in ownership of the aircraft shall be reported immediately.~~

~~G. No aircraft engine shall be started or run without a competent person at the engine controls.~~

~~H. No aircraft engine shall be operated in a way that endangers life or property.~~

~~15-2-2 Runways, taxiways, aprons and helipads~~

15-4-2 Aircraft wingspan and weight restrictions

Aircraft shall not be placed in a hangar, shade port or tie-down, nor shall aircraft be operated in areas of the airport:

A. Where the aircraft's wingspan exceeds the maximum wingspan designated for that area by the airport director.

B. Where the aircraft's weight exceeds the maximum weight designated for that area by the airport director

15-4-3 Traffic pattern/pattern altitudes

The recommended minimum traffic pattern altitude above ground level (AGL) for aircraft operations at the airport is 800 feet (2,800 feet MSL). All traffic shall be left for runways 12 and 21 and right for runways 30 and 3. The calm wind (four knots or less) runway is Runway 12.

15-4-4 Disabled aircraft

A. ~~No person shall~~Unless otherwise permitted by the airport director, aircraft owners/operators and pilots shall be responsible for the prompt removal of their disabled aircraft and parts thereof from the movement area, unless such aircraft owners or pilots are required or directed by the airport director, the FAA, or the NTSB to delay removal pending an investigation of an aircraft accident or incident.

~~1. Take off or land an aircraft on the airport except on a runway or an approved helipad unless otherwise authorized by the airport director,~~

~~2. Land on a closed runway,~~

~~3. Take off on a closed runway,~~

~~4. Land on a taxiway,~~

~~5. Take off on a taxiway,~~

~~6. Taxi, hover or enter onto a closed runway,~~

~~7. Taxi, hover or enter onto a closed taxiway,~~

~~8. Taxi, hover or enter onto a closed apron,~~

~~9. Taxi, hover or enter onto a closed taxilane,~~

~~10. Park or loiter an aircraft on any runway or taxiway,~~

~~11. Board or exit passengers in an area that has not been established for that purpose by the airport director, except in an emergency, or~~

~~12. Board or exit any aircraft on a runway or in the takeoff or landing area except in an emergency or with prior approval of the airport director.~~

B. Aircraft owners/operators and pilots shall remain with a disabled aircraft until the aircraft is removed from the movement area.

C. If the aircraft owner/operator or pilot fails to promptly remove a disabled aircraft, the airport director may cause the aircraft to be removed, and bill the aircraft owner for all charges incurred in the removal of the aircraft.

D. The town, the FBO, and other airport businesses and personnel shall not be responsible for any damage to disabled aircraft removed or towed from any airport surface.

15-4-5 Negligent and reckless operation of aircraft

No aircraft shall be operated in any of the following ways:

A. ~~13. Move an aircraft in~~In a careless, negligent or reckless manner~~.~~

B. ~~No person shall, without the owner's permission,~~In disregard of the rights and safety of others

~~1. Taxi an aircraft,~~

~~2. Fly an aircraft,~~

~~3. Interfere or tamper with an aircraft,~~

~~4. Enter an aircraft, or~~

~~5. Remove fuel from an aircraft.~~

C. ~~No person shall start or taxi any aircraft where the air or exhaust blast is likely to cause injuries to persons or property or create a nuisance or safety hazard. If an aircraft cannot be taxied without violating this paragraph, it must be towed to the desired destination.~~In an improperly maintained, or otherwise hazardous, condition

D. ~~All aircraft shall be taxied at slow and reasonable speeds and shall not be taxied across or onto a runway without first stopping at the holdshort line and waiting for any approaching aircraft preparing to land.~~At a speed or in a manner that endangers, or is likely to endanger persons, or property.

15-4-6 Required aircraft radio

~~E.~~ No aircraft ~~capable of movement on the ground shall be operated~~shall land or take off at the airport unless ~~it~~the aircraft is equipped with ~~wheels and wheel brakes~~a functioning radio capable of direct two-way communications, except in the case of a radio failure or an emergency.

~~15-2-3 **Hangars, tiedowns and storage**~~

15-4-7 Hang gliders, paragliders, gliders, powered parachutes, and ultra-light aircraft; hot air balloons

A. No person shall~~:~~ operate a hang glider, powered paraglider, glider, ultra-light aircraft, powered parachutes, or any other device falling under 14 CFR part 103 at, onto or from the airport without the prior written approval of the airport director except in an emergency.

~~1. Enter an aircraft hangar or storage room without the permission of the legal occupant,~~

~~2. Leave an aircraft unattended unless it is properly tied down or placed in a hangar,~~

~~3. Park or store an aircraft except in areas designated by the airport director, or~~

4. Use a tiedown without authorization

B. No aircraft shall be operated in or taxied into or out of a hangar or covered tiedown.

C. Aircraft shall not occupy any hangar, shade or tiedown, nor shall aircraft be operated, in areas:

1. Where the aircraft's wingspan exceeds the maximum approved wingspan designation for that area as specified by the airport director or as published, or

2. Where the aircraft's weight exceeds the maximum approved weight restriction for that area as specified by the airport director or as published.

D. To avoid being considered abandoned and being removed from the airport property by the airport director at the aircraft owner's expense, aircraft stored outside must:

1. Have a current annual certification, and

2. Be supported by its own landing gear with fully inflated tires and in a condition to tow.

E. Inoperable, abandoned or junked aircraft, and aircraft awaiting major repair, shall be stored in a fully enclosed hangar or will be removed from the airport property by the airport director at the aircraft owner's expense.

F. Aircraft stored outside shall not leak fuel, oil, or other materials on the ground or aprons.

G. Each hangar lessee shall provide suitable metal receptacles for storing waste, rags, and other rubbish and shall remove all rubbish from the airport property at least weekly.

15-2-4 **Aircraft maintenance**

A. Preventive maintenance, as defined in title 14 code of federal regulations part 43, appendix A(c), may be performed by the aircraft owner in a secured hangar.

B. An aircraft owner who possesses a current mechanic rating from the federal aviation administration may perform in a secured hangar maintenance work permitted under his or her mechanic rating.Hot air balloons shall not be operated at the airport without the prior written approval of the airport director except in an emergency.

C. No aircraft maintenance shall be performed in the open tiedowns, covered tiedowns, or aprons.

D. No aircraft shall be permitted to remain on any part of the landing or takeoff areas for the purpose of repairs.

E. All aircraft maintenance shall be performed on pavement.

15-4-8 ~~15-2-5~~ Rotorcraft

A. No person shall operate or move a rotorcraft while its rotors are turning unless there is a clear area of at least 50 feet from the outer tip of each rotor.

B. No person shall hover taxi a rotorcraft on ~~taxilanes~~taxi lanes between the hangars, ~~covered tiedowns~~aircraft shades, or open ~~tiedown~~tie-down areas.

C. Rotorcraft shall only take off and land on an approved helipad or ~~helistop.~~the helicopter ramp unless otherwise authorized by the airport director or authorized FBO staff.

D. Rotorcraft stored in hangars or ~~tiedowns~~tie-downs must be towed to an approved helipad or ~~helistop~~helicopter ramp before starting the engine.

E. Rotorcraft shall not be operated in a manner that will produce dirt, rocks or debris on any runway, taxiway, ~~taxilane~~taxi lane, or apron.

~~15-2-6 **Hang gliders, paragliders and ultra-light aircraft**~~

~~No person shall operate a hang glider, powered paraglider, ultra-light aircraft or any other device falling under title 14 code of federal regulations part 103 at, onto or from the airport without the prior written approval of the airport director.~~

~~15-2-7 **Hot air balloons**~~

~~Hot air balloons shall not be operated at the airport without the prior written approval of the airport director.~~

F. Rotorcraft are prohibited from utilizing the self-fuel facility.

15-4-9 Running of aircraft engines, exhaust, propeller blast or rotor wash

A. Aircraft engines shall be run at idle except as may be necessary for safe taxiing operations, taking off, landing, preflight testing, and maintenance testing.

B. All aircraft engine run-ups shall be conducted in areas designated by the airport director for such run-ups. Except in an emergency, all aircraft engine run-ups for maintenance testing purposes shall be conducted between the hours of 7:00 a.m. and 10:00 p.m.

C. At no time shall an aircraft's engine(s) be operated while the aircraft is in a hangar or shade port.

D. No aircraft engine shall be started or aircraft taxied where the exhaust, propeller blast, or rotor wash may cause injury to persons or do damage to property or spread debris.

E. No high power maintenance run-ups are allowed between aircraft hangars, between shade ports, near tie-downs, in taxi lanes, or on taxiways (other than the portions of taxiways that act as run-up

aprons), except at areas designated for high power maintenance run-ups by the airport director.

15-4-10 Taxiing of aircraft

A. No person shall taxi an aircraft except on areas designated for taxiing.

B. No person shall taxi an aircraft without first taking all necessary precautions to prevent a collision with other aircraft, persons, or objects.

C. Aircraft shall not be taxied into or out of a hangar, shade port, or other covered area.

D. If it is impossible to taxi aircraft in compliance with this section, then the engine must be shut off and the aircraft towed to the new location.

15-4-11 ~~15-2-8~~ **Aircraft incident/accident reports and procedures**

A. Any person involved in an aircraft ~~accident shall make a full report of the accident~~operation on the airport, within the town, or in the airspace around the airport that results in personal injury or damage to property shall provide all pertinent information to the airport director ~~within~~as soon as possible and in no event later than 24 hours after the accident.

B. ~~Any person whose operation of an aircraft results in property damage shall report the damage to the airport director immediately and shall be fully responsible for the cost of repairs.~~ The information shall include the names, addresses and phone numbers of the persons involved, a description of the accident, and its cause, if known.

C. If a federal or state law, regulation, or agency requires filing of a written copy of an accident report, a copy of such report shall also be submitted to the airport director.

D. ~~C.~~ The ~~pilot and owner of a disabled aircraft shall promptly remove the disabled aircraft or its parts as directed by the airport director, subject to accident investigation requirements.~~airport director or designee shall serve as the initial incident commander for all accidents on the airport property and shall secure the accident area with assistance from the police and fire departments.

~~D. Aircraft accidents that are subject to accident investigation requirements shall be secured by the airport director with assistance from the Marana police department and NWFD.~~

~~E. The airport director shall be the incident commander for all accidents on the airport property.~~

~~CHAPTER 15-3. FUELING OPERATIONS~~

15-4-12 Compliance with FAA regulations

No person may conduct any aircraft operations in violation of any FAA regulations.

15-4-13 Interfering or tampering with aircraft

No person may interfere or tamper with any aircraft, aircraft parts, instruments, fuel, or tools without prior approval of the aircraft owner, or in the event of an emergency, as specifically directed by the airport director.

15-4-14 Aircraft demonstrations and public events

A. No aircraft flight or ground demonstrations may be conducted at the airport without prior permission of the airport director.

B. The town reserves the right to temporarily restrict or control activities on the movement area and public areas of the airport for purposes of aerial and ground demonstrations or for any other public purpose.

C. To the extent practicable, such public events will be conducted in such a manner as to minimize the impact upon normal airport operations.

15-4-15 NOTAMs and airport advisories

The airport director is responsible for the dissemination of NOTAM information pertaining to airfield conditions and airfield lighting. The airport director is authorized to relay airfield conditions, advisories or information concerning outages of airfield lighting to the appropriate FAA flight service station for dissemination as a NOTAM or advisory on the AWOS.

15-4-16 Tie-down or storage of damaged or dismantled aircraft

A damaged or dismantled aircraft shall be repaired, re-assembled, or moved to a location acceptable to the airport director within 30 days unless the airport director permits an alternative arrangement.

15-4-17 Airport movement areas

A. No ground vehicles, except for emergency vehicles, may enter upon the movement area without the express permission of the airport director.

B. Aircraft and vehicles shall not be left unattended within the movement area.

15-4-18 Noise abatement procedures

Aircraft pilots shall operate all aircraft in compliance with the airport's written noise abatement procedures to the maximum extent possible.

CHAPTER 15-5. VEHICLES AND PEDESTRIANS

15-5-1 ~~15-3-1~~ General requirements

~~A. Except as provided in section 15-3-2, aircraft may be fueled or defueled only by a contractually authorized commercial enterprise that holds a valid permit from the town authorizing fueling and defueling.~~

~~B. Aviation fuels, oils or lubricants shall be transported or delivered only by the holder of a valid permit from the town authorizing the transportation or delivery of aviation fuels, oils or lubricants.~~

A. ~~C.~~ No person ~~shall~~may operate a vehicle on the airport except in accordance with this title and all federal, state and local laws.

~~1. Fuel or defuel an aircraft while its engine is running or is being warmed by applying external heat,~~

~~2. Fuel or defuel an aircraft while it is in a hangar or enclosed space,~~

~~3. Fuel or defuel an aircraft containing passengers unless a passenger loading ramp is in place at the cabin door, the door is open, and a cabin attendant is at or near the door and a "No Smoking" sign is displayed in the cabin and enforced,~~

~~4. Start the engine of an aircraft if there is any gasoline or other volatile flammable liquid on the ground beneath it of sufficient quantity to constitute a hazard, or~~

~~5. Operate a cell phone, radio transmitter, radio receiver or switch electrical appliances on or off in or within 50 feet of an aircraft while it is being fueled or defueled.~~

~~D. All commercial fuelers shall have their fueling equipment inspected and approved by NWFD annually. A written letter from NWFD shall be presented to the airport director showing an approved inspection annually.~~

~~E. During the fueling of an aircraft, the dispensing apparatus and the aircraft shall both be grounded.~~

~~F. Each person engaged in fueling or defueling shall exercise care to prevent the overflow of fuel and shall have readily accessible and adequate fire extinguishers.~~

~~G. During the fueling or defueling of an aircraft, no person shall, within 50 feet of the aircraft, smoke or use any material that is likely to cause a spark or be a source of ignition.~~

~~H. Each hose, funnel, or appurtenance used in fueling or defueling an aircraft shall be maintained in a safe, sound, and non-leaking condition and must be properly grounded to prevent ignition of volatile liquids.~~

~~I. All persons shall comply with the provisions of the fire code adopted by NWFD.~~

~~J. NWFD may inspect as often as may be necessary all buildings and premises for the purpose of determining and causing to be corrected any conditions which would reasonably tend to endanger life or property by causing fire or contributing to its spread. All orders and notices of the NWFD fire chief shall be complied with by all persons without delay.~~

~~K. When backing gasoline tenders, the driver shall remain in the vehicle and shall not stand on the running board or fender.~~

~~L. Gasoline tenders shall at all times be positioned to facilitate their rapid removal.~~

~~M. All fuelers shall:~~

~~1. Pay a flowage fee as established in the airport rates and charges,~~

~~2. Provide the airport director with monthly fuel purchase and delivery documents in a form acceptable to the airport director,~~

~~3. Train their employees annually on safe fuel handling practices, fire fighting procedures, and spill containment, and~~

~~4. Provide the airport director with proof of training certification NFPA# 407 and FAA AC 15/5230-4.~~

~~15-3-2 **Self-fueling**~~

~~A. Aircraft may be "self-fueled"; that is, fueled by the aircraft's owner, provided that:~~

~~1. The self-fueler holds a valid permit from the town authorizing self-fueling,~~

~~2. The self-fueler is the lessee of a valid and enforceable hangar or tiedown lease with the town, and~~

~~3. The requirements of section 15-3-1 and this section are met.~~

B. ~~Aircraft owned by:~~Vehicles shall access all airport facilities and businesses from the landside public parking or appropriate gate areas for the facility or business.

~~1. An individual may be self-fueled only by the individual owner,~~

~~2. A partnership may be self-fueled only by a partner in the partnership, and~~

~~3. A corporation may be self-fueled only by an officer or employee of the corporation.~~

C. ~~Self-fueling shall take place on the lessee's leased area or directly in front of lessee's hangar.~~All vehicles shall yield the right of way to aircraft in motion and emergency vehicles.

D. ~~Aircraft owners who desire to self-fuel shall~~All vehicles, except for ground service and emergency vehicles, shall remain a safe distance from any aircraft whose engines are running.

~~1. Provide proof of public liability and environmental impairment liability insurance,~~

~~2. Obtain a permit from the airport director, and~~

~~3. Have their fueling equipment inspected and approved annually by the NWFD, as evidenced by a written approval from the NWFD and provided to the airport director.~~

~~CHAPTER 15-4. **MOTOR VEHICLE OPERATIONS**~~

~~15-4-1 **General**~~

E. ~~A.~~ No person ~~shall~~

~~1. Operate any motor vehicle in violation of this title or rules promulgated and posted by the airport director or the laws of the state,~~

~~2. Operate a motor vehicle in a negligent or reckless manner,~~

~~3. Operate a motor vehicle in the AOA in excess of 15 miles per hour,~~

~~4. Operate a vehicle onto or across a runway except when authorized by the airport director,~~

~~5. Operate a vehicle onto or across a taxiway except when authorized by the airport director,~~

~~6. Operate an uncovered vehicle to haul trash,~~~~7. Operate a vehicle for hauling trash, dirt, or any other material unless it is built to prevent its contents from dropping, sifting, leaking, or otherwise escaping,~~may operate a vehicle for hauling trash, dirt, or any other material unless it is built to prevent its contents from dropping, sifting, leaking, or otherwise escaping.

~~8. Spill dirt or any other material from a vehicle,~~

~~9. Clean or make any repairs to motor vehicles anywhere except in an enclosed hangar or building, or~~

~~10. Operate a bicycle, go-cart, ATV, sand dune or any other type of unlicensed vehicle in the AOA.~~

F. Trailers and storage containers shall not be parked anywhere within the AOA without the airport director's permission.

15-5-2 Vehicle gates, access codes, and gate access cards

A. Persons who have been provided either a code or a gate access card for the purpose of obtaining access to the airport may use only airport-issued codes/cards, and shall not divulge, duplicate, or otherwise distribute the same to any person, unless otherwise approved in writing by the airport director. Violation of this requirement may result in the loss of airport access privileges and/or criminal penalties and fines.

B. Vehicle access to the AOA is obtained through automated gates, subject to the following provisions.

1. Upon entering the AOA through an automated gate, the driver must wait until the gate is fully closed before departing the area in order to ensure gate functionality and prevent unauthorized access. Notwithstanding this rule, if another vehicle uses its access badge or access code and the gate reverses direction, the driver may proceed to the driver's destination.

2. Only one vehicle entry per gate operation is permitted. Follow through by a second vehicle is prohibited unless being escorted by an authorized user, in which case the authorized user must remain with the vehicle under escort at all times.

3. Upon exiting the AOA, multiple vehicles may exit in one gate operation in which case the last vehicle to exit must wait for the gate to close before proceeding.

C. Vehicles shall obtain access to, and depart from, aircraft parking and storage areas via the gate located nearest to the person's aircraft parking or storage area. Notwithstanding this provision, if there is an inoperative gate, vehicles may enter at an alternate gate and use airport perimeter roads and/or taxiways to access their destination with the airport director's approval or a posted sign authorizing vehicles to do so.

15-5-3 Licensing, registration and insurance

A. No person may operate a motorized vehicle of any kind on the airport without a valid state motor vehicle operator's license.

B. All motorized vehicles operated on the airport shall have a current registration as required by state law and shall be covered by the type and amount of vehicle liability insurance coverage required by state law.

15-5-4 Control of vehicles

A. No person may operate or park a vehicle at the airport in a manner prohibited by this title, or by signs, pavement markings, or other signals posted by the town or by the airport director.

B. No person may operate or park a vehicle in the airside area unless that person has valid access privileges.

C. The airport director has the authority to regulate or prohibit any class or type of vehicle or other form of transport that operates in the AOA.

15-5-5 Speed limits

A. All vehicles shall be operated on the airport in strict compliance with all posted speed limits.

B. The maximum speed limit in the AOA for all vehicles, with the exception of authorized municipal and emergency services vehicles operated by duly authorized officials in the performance of their official duties, is 15 miles per hour, or less, if conditions require a lower speed to ensure safe operation.

15-5-6 Vehicles operating on runway and taxiways

A. Only vehicles authorized by the airport director may operate in the movement area.

B. No vehicles may be operated on the runways and taxiways unless authorized by the airport director.

C. Any vehicle authorized to operate on the airport runways or taxiways shall display an amber rotating beacon or a three-foot by three-foot white and orange-checkered flag that complies with FAA advisory circular 150/5210-5D, as amended, and shall be equipped with a two-way radio, or an approved escort with a two-way radio, capable of transmitting and receiving communications on the UNICOM frequency (123.00 MHz). Exceptions to this rule must be authorized by the airport director.

D. The fact that a vehicle has a two-way radio or that the driver has a pilot's license does not constitute an authorization or clearance for the vehicle to operate on runways or taxiways.

E. If a gate is inoperable, airport staff may authorize entry into the airport movement area in order for an airport user to access his/her hangar or other destination. The user must call the phone number listed on the gate and advise airport staff of the inoperability.

15-5-7 Airport perimeter security

Persons owning, operating or otherwise responsible for airport buildings or other structures that contain any portion of the airport security perimeter, as defined by the airport director, shall operate and maintain all vehicular and pedestrian access points and airport security perimeter on their property in a manner that is acceptable to the airport director and limits access from their property to the airport to only those persons authorized by the airport director to have access.

15-5-8 Authority to remove vehicles and trailers

A. The airport director may cause to be removed from any area of the airport any vehicle or trailer that is disabled, abandoned, or parked in violation of this title, or that presents an operational hazard to

any area of the airport, as determined by the airport director in his or her sole discretion.

B. The vehicle operator shall bear any expense of removal and the risk of any damage from such removal.

15-5-9 Bicycles and miscellaneous vehicles

A. Bicycles may be operated on the airport, provided that such operation is in accordance with this title, including those sections pertaining to vehicles.

B. Any bicycles equipped with reflectors and a light may be operated on the airport after sunset.

C. No person may operate at the airport any go-cart, go-ped, skateboard, rollerblade, or other vehicles not licensed, or otherwise permitted by state law, for operation on a public street or highway, except for town vehicles or small vehicles (golf carts, UTV's, ATV's, etc.) used for servicing aircraft or on airport transportation.

15-5-10 Vehicular accidents

A. The driver of any vehicle involved in an accident on the airport that results in injury or death to any person, or damage to any property, shall do all of the following:

1. Immediately stop the vehicle at the scene of the accident.

2. Render reasonable assistance to each person injured in the accident, including making arrangements for the transportation of the person to a physician, surgeon or hospital for medical or surgical treatment, if it is apparent that treatment is necessary or if transport is requested by the injured person.

3. Give the driver's name, address and operator's license and registration number to the person injured, the airport director, and to any investigating police officer.

B. The driver shall also make and file a report of the accident as required by state law, and provide a copy of that report to the airport director.

15-5-11 Careless or intoxicated vehicle operation

No vehicle of any kind may be operated at the airport:

A. In a careless, negligent or reckless manner

B. ~~No motor vehicle shall be operated if it is constructed, equipped or located in a way that endangers people or property.~~ In disregard of the rights and safety of others

C. ~~Operators of motor vehicles in the AOA shall yield the right-of-way to taxiing aircraft.~~ While the driver would be prohibited by law from operating a vehicle upon the public streets of the town due to drug or alcohol impairment or influence

D. ~~All motor vehicles in the AOA shall pass to the rear of aircraft whose engines are running.~~At a speed or in a manner that endangers, or is likely to endanger, persons or property

~~15-4-2 **Motor vehicle accident procedure**~~

~~Each operator of a motor vehicle involved in an accident that results in personal injury or in total property damage of more than $50 shall make a full report of the accident to the airport director as soon as possible after the accident. The report shall include the name and address of the person reporting.~~

E. If the vehicle is constructed, equipped or loaded so as to endanger, or be likely to endanger, persons or property, or to result in the load or other materials becoming separated from the vehicle

F. If the vehicle is not lighted or otherwise clearly visible during hours of darkness, or during inclement weather

15-5-12 ~~15-4-3~~ **Motor vehicle parking and storage**

A. No person ~~shall~~ may park or leave standing any vehicle, whether occupied or not, except within a designated vehicle parking area, except that a vehicle may be parked next to, or in front of, a hangar as long as the vehicle does not obstruct aircraft movement or hangar access.

~~1. Park or stand a motor vehicle except in an area specifically designated for parking or standing,~~

~~2. Park a vehicle in a restricted or reserved area unless a parking permit issued by the airport director for that area is displayed in the manner prescribed by the airport director,~~

~~3. Park a vehicle on a runway, taxiway or taxilane,~~

~~4. Park a vehicle in a runway safety area,~~

~~5. Park a vehicle in a taxiway safety area,~~

~~6. Park a vehicle in a taxilane safety area,~~

~~7. Park or stand a motor vehicle in violation of any validly posted sign,~~

~~8. Park or stand a motor vehicle within 15 feet of a fire hydrant,~~

~~9. Park in a way that blocks any fire gate or entrance,~~

B. Aircraft owners and operators may park their vehicles only in the aircraft parking space designated for their aircraft.

C. Vehicles parked in an aircraft parking area shall be parked in a manner so as to be completely contained in an aircraft parking area and to not obstruct adjacent aircraft parking areas or taxi lanes unless for the purposes of immediate and temporary loading, unloading, or staging of an aircraft.

D. A vehicle parked in an aircraft parking area shall be parked in a manner that allows the vehicle to be immediately driven or towed away from any nearby aircraft in case of an emergency.

E. ~~10. Park~~Vehicles are prohibited from parking in a ~~way~~manner that causes ~~a motor~~the vehicle to occupy more than one marked space~~,~~.

~~11. Park a motor vehicle in individual storage hangars or aircraft shelters unless permitted by the legal occupant the structure,~~

F. ~~12. Park a vehicle for more than~~Parking is limited to three days unless the vehicle is parked in an area designated for long -term parking~~,~~.

~~13. Park an inoperable motor vehicle,~~

~~14. Park or operate an unregistered motor vehicle,~~

~~15. Abandon a motor vehicle, or~~

~~16. Leave a motor vehicle standing unattended or parked on the airport with:~~

~~a. A key in the ignition switch,~~

~~b. The motor running,~~

~~c. A key in the door lock, or~~

~~d. An open door~~

G. Vehicles shall not park or stand within 15 feet of a fire hydrant.

15-5-13 Airport access during an accident or incident

Only persons authorized by law or persons having the permission of the airport director may enter the AOA of the airport for the purposes of attending, observing, or assisting at the scene of an aircraft accident or incident or vehicular accident.

15-5-14 Pedestrians in the airside area

Walking, standing, and loitering in the AOA are permitted only if determined by the airport director not to be an operational or safety concern.

15-5-15 Vehicle repair

A. No person may clean or make any repairs to vehicles, other than ground support equipment, anywhere on the airport, except for minor repairs that enable such vehicles to be removed from the airport.

B. No person may move, or interfere or tamper with, any vehicle, or take or use any vehicle part or tool without the written approval of the vehicle owner, or other evidence of the right to do so satisfactorily presented to the airport director.

15-5-16 Pedestrians soliciting rides

No person may stand or walk in, upon, or adjacent to, a roadway at the airport for the purpose of soliciting a ride from a vehicle, nor may any person solicit aircraft rides from within the airport operations area.

15-5-17 ~~B. Vehicles, motor~~**Motor homes, boats, jet skis, trailers, and recreational vehicles** ~~may be stored only in an enclosed hangar or building structure occupied by an airworthy and flyable aircraft with a current FAA registration.~~

~~C.~~ Motor homes, boats, jet skis, trailers, and other recreational vehicles shall not be stored anywhere on the airport except with the prior written permission of the airport director.

~~1. Shall not be parked in an open parking area for more than two days, and~~

~~2. Shall only be parked in areas approved by the airport director, and~~

~~3. Are not permitted in the AOA.~~

~~D. Mini-mobiles or other similar types of storage containers are permitted only upon approval of the airport director.~~

~~15-4-4 **Removal of violations**~~

~~The airport director or his agent may remove, at the owner's expense, any motor vehicle, motor home, boat, trailer, recreational vehicle, storage container, or any other type of vehicle or storage device which is in violation of this title. The vehicle or storage device shall be subject to a lien for the cost of removal.~~

~~CHAPTER 15-5. **MISCELLANEOUS**~~

~~15-5-1 **Hazardous materials and explosives**~~

~~A. No person shall~~

~~1. Store any combustible materials, flammable liquids, or other hazardous materials in an aircraft hangar or other building except in locations and containers approved by NWFD,~~

~~2. Park an aircraft which is carrying explosives or inflammable material,~~

~~3. Use a flammable volatile liquid having a flash point of less than 100 degrees Fahrenheit to clean an aircraft, aircraft engine, propeller, or appliance in an aircraft hangar or similar type building or within 50 feet of another aircraft, building, or hangar,~~

~~4. Store or stock material or equipment in a way that creates a fire hazard,~~

5. Use in any passenger loading area or other public area any material (such as oil absorbents or similar material) that creates an eye hazard when picked up, swirled, or blown about by the blast from an aircraft engine, or

6. Conduct a painting or doping process on the airport except in a properly designed fire-resistive and ventilated room or building in which all lights, wiring, heating, ventilating equipment, switches, outlets, and fixtures are approved for use in hazardous areas and in which all exit facilities are approved and maintained for that use, as evidenced by a written approval from NWFD and provided to the airport director.

B. Explosives or inflammable material may only be loaded or unloaded from an aircraft in areas designated by the airport director.

C. No open flame, flame producing device, or other source of ignition shall be permitted in any hangar or similar type building except in locations approved by the airport director.

D. Any person to whom space on the airport is leased, assigned or made available for use shall keep the space free and clear of oil, grease, or other foreign materials that could cause:

1. A fire hazard,

2. A slippery or otherwise unsafe condition, or

3. A violation of the airport's stormwater permit.

E. The following shall be stored in a fully enclosed area consistent with stormwater guidelines:

1. Used and new batteries.

2. Used and new oil, fuel and other fluids and material.

15-5-2 **Airport tenant obligations**

A. Persons provided with either a code or access device for the purpose of obtaining access to the airport shall

1. Only use airport issued codes or devices

2. Not allow any other person to use the code or device

3. Not divulge, duplicate, or otherwise distribute the code or device to any other person.

B. No lessee or sublessee shall knowingly allow their leased or subleased property to be used or occupied for any purpose prohibited by this title or by their lease.

C. No tenant, lessee, concessionaire, or agent of any of them shall keep uncovered trash containers on a sidewalk or road or in a public area.

D. Each lessee of a hangar or other operational area specified by the airport director shall maintain a bulletin board in a conspicuous

place in the hangar or area where all of the following shall be posted and visible to occupants:

1. Current workers' compensation notices.

2. A list of competent physicians.

3. A list of the lessee's liability insurance carriers.

4. A copy of this title.

5. A copy of each pertinent order or instruction issued under this title.

E. No tenant or lessee of a hangar, shop facility, or other operational area specified by the airport director shall store or stack equipment or material in a manner hazardous to persons or property.

F. No tenant or lessee shall store any objects, parts or any other items except within their own hangar or a screened outside storage facility approved by the airport director.

G. Each tenant or lessee of a hangar, shop facility, or other operational area specified by the airport director shall supply and maintain adequate and readily accessible fire extinguishers.

H. The airport director shall have the right at all reasonable times to inspect all areas under lease to or occupied by tenants.

15-5-3 **Commercial operations**

A. No person shall engage in any business or commercial activity without a lease approved by the airport director or a town approved sublease from a duly authorized master lessee, or a license or permit from the town.

B. No person shall sell any item without a lease approved by the airport director or a town approved sublease from a duly authorized master lessee, or a license or permit from the town.

C. No person shall take still, motion or sound pictures of, at, or on the airport for commercial purposes without first receiving a written temporary activity permit issued by the airport director.

D. No person shall post, distribute or displays signs, advertisements, circulars or printed or written matter except in an approved area or with permission from the airport director.

CHAPTER 15-6. **VIOLATIONS**

15-6-1 **Criminal penalties**

A person convicted of violating any of the provisions of this title shall be guilty of a misdemeanor punished by a fine of not less than $500 and not more than $2,500 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment.

~~15-6-2 Civil penalties~~

~~In addition to any other remedy available as a matter of law, violations of this title or of any rule, regulation, order, or instruction issued by the airport director may result in withdrawal of permission to use the airport.~~

Document comparison by Workshare Compare on Wednesday, May 31, 2017 9:48:40 AM

Input:

Document 1 ID	file://C:\Users\fcassidy\Documents\Airport\TC15 Airport subdocument.DOCX
Description	TC15 Airport subdocument
Document 2 ID	file://X:\WDOX\TNATDOCS\COUNCIL\TOWNCODE\00049224.DOCX
Description	00049224
Rendering set	Standard

Legend:

Insertion

~~Deletion~~

~~Moved from~~

Moved to

Style change

Format change

~~Moved deletion~~

Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	1059
Deletions	379
Moved from	59
Moved to	59
Style change	0

Format changed	0
Total changes	1556

Council-Regular Meeting **C8**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Libby Shelton, Senior Assistant Town Attorney

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: *Resolution No. 2017-066: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2017 through June 30, 2018 (Libby Shelton)*

Discussion:

For many years, the Town of Marana and Pima County have had an intergovernmental agreement (IGA) which sets forth a fee schedule for the payment of the costs associated with the incarceration of Town municipal prisoners at the Pima County Jail. The IGA typically expires at the end of each fiscal year.

The proposed IGA is for the time period of July 1, 2017 through June 30, 2018. Under the IGA, the Town's costs for the first day of prisoner incarceration would increase from $299.53 to $315.18. The rate for each additional day thereafter will increase from $89.02 per day to $94.94 per day.

Financial Impact:

N/A

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2017-066, approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for incarceration of municipal prisoners for the period of July 1, 2017 through June 30, 2018.

Attachments

Resolution No. 2017-066
IGA Pima County

MARANA RESOLUTION NO. 2017-066

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018

WHEREAS the Town of Marana requires the use of an appropriate facility for the incarceration of its prisoners; and

WHEREAS the Mayor and Council of the Town of Marana have determined that the Pima County Adult Detention Center (PCADC), owned and operated by Pima County, Arizona, will fulfill the Town's needs; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide for payment by the Town for the costs of incarcerating Town municipal prisoners at PCADC; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2017 through June 30, 2018, attached to this resolution as Exhibit A, and authorizing the Mayor 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 IGA.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF MARANA
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

County and Town 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.

County and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of $315.18. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Marana Court or other locations, only as ordered by Town of Marana Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of $315.18 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay $94.94 per day. The two rates are applicable to the period July 1, 2017 through June 30, 2018. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.

2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town of Marana Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."

2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.

3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.

4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the

monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2017 through June 30, 2018 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

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.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA 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 required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties 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 and 11-981 (or if a school district, § 15-382) 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.

IX. 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. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town 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 IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. 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.

XIII. 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.

XIV. 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.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either 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 either Party against the other for lack of performance or otherwise.

XVII. 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, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. 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 County and any Town employees, or between Town 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.

XIX. 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 affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF MARANA
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. 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.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

_____
Chair, Board of Supervisors

_____
Date

_____
Clerk, Board of Supervisors

_____
Date

TOWN OF MARANA

_____
Mayor

_____
Date

_____
Town of Marana Clerk

_____
Date

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 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 those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

Deputy County Attorney

TOWN OF MARANA

Town of Marana Attorney

Council-Regular Meeting **C9**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Subject: Approval of the June 6, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft Regular Council Meeting Minutes June 6, 2017

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 6, 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. Council Member Kai was excused, there was a quorum present.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member Bowen, second by Council Member Ziegler.***

CALL TO THE PUBLIC. Richard Teugh addressed Council regarding the need for better signage to the Arizona Veterans' Cemetery in Marana.

PROCLAMATIONS

1 Proclaiming June 14, 2017 as the 242nd Birthday of the United States Army (Jocelyn C. Bronson). Sgt. First Class Liburd was present representing the U.S. Army. **Ms. Bronson** read the proclamation, and Mayor Honea joined Sgt. Liburd for a photo.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Member Comerford announced that she was successful in meeting her goal to have 100 summer survival kits purchased by Memorial Day for homeless veterans to better survive the hot

summer weather. She expressed thanks to Brad Allis for writing an article which produced several contacts and to the public for being so supportive. A 9:00 a.m. event at Light the Way Church will be held on Saturday for the purpose of putting the kits together. Everyone is welcome to come and help. Because of the generous response, she is getting ready to host a second collection.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson noted that the Council Executive Report for the month was placed on the dais and is available online. He also noted that June 20th is the last regular Council meeting until August, 2017**. See below under Item D1 for an additional item.**

PRESENTATIONS

P1 Relating to Budget; presentation of third quarter results for the Town's General Fund and other selected major funds for the 2016-17 fiscal year (Erik Montague). Presented by Mr. Montague.

CONSENT AGENDA. ***Motion to approve by Council Member McGorray, second by Vice Mayor Post. Passed unanimously.***

C1 Resolution No. 2017-048: Relating to Development; accepting for maintenance certain public roadway improvements serving Hidden Springs subdivision (Keith Brann)

C2 Resolution No. 2017-049: Relating to Intergovernmental Relations; endorsing the proposed consolidation of Mountain Vista Fire District and Golder Ranch Fire District (Frank Cassidy)

C3 Resolution No. 2017-050: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C4 Resolution No. 2017-051: Relating to Municipal Court; approving the appointment of Kimberly Epling as a civil traffic violation hearing officer for the Marana Municipal Court (Laine Sklar)

C5 Approval of the May 2, 2017 Regular Council Meeting Minutes, May 9, 2017 Study Session Meeting Minutes and May 16, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2017.014: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Erik Montague). **Mr. Montague** noted that when Council adopted the fee schedule in May 2016, it was staff's intent to bring back to Council mid-year changes to simplify and reduce fees and consolidate them where possible. Over the months of December, January, and into February there were a number of informational and study sessions. The result of those sessions was to reduce development services by about 51 percent. Tonight's presentation is what he considers to be a minor revision showing a schedule with greater detail in the number of fees that were being adjusted. In June of 2015, Council adopted Ordinance No. 2015.014 which increased dog licenses by $1 per year from July through July 1, 2019. Those fees automatically increase each year by $1 from July 2017 forward. There are two new fees - one associated with the wastewater infrastructure plan review fee and one for the water infrastructure plan review fee. Included within these fees and the town moving into animal services, some of the fees shown are associated with animal services. In the spirit of innovation, in addition to adding just an annual license, staff could issue multi-year licenses. The limiting factor in licensing from one to three years at one time will be the valid timeframe of their rabies certificate. We believe that is advantageous to the town as well as to the residents. The town did properly notice that the town would meet and consider these fees this evening. If the ordinance is approved, the fee schedule will be effective, approximately July 7. After questions from Council for which Mr. Montague was able to offer clarification, ***Council Member Bowen moved to approve the ordinance, seconded by Vice Mayor Post. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson). **Mr. Davidson** said that there were no new items to report other than the legislature has adjourned until January 2018, but that he would like to amend his Manager's Report to note that the new police facility groundbreaking will be tomorrow, Wednesday, June 7, 2017, at 9:00 a.m.

D2 Relating to Marana Regional Airport; consideration, discussion, and direction regarding proposed comprehensive rewrite of Title 15 (Marana Regional Airport) of the Marana Town Code (Steve Miller). Presented by **Steve Miller**, who described the highlights of the process and the extensive changes made to Title 15, including the FAA rule changes. After several stakeholder meetings, the draft document was sent to the FAA in December 2016 and also approved that month. There was another question and answer forum with stakeholders on February 8, 2017. No action is necessary tonight as this item will come back for Council approval on June 20, 2017.

D3 Relating to Administration; discussion, consideration and possible action regarding a new Employment Agreement between the Town of Marana and Gilbert Davidson (Jane Fairall)

Council reconvened in public session at 9:04 p.m. **Mayor Honea** announced that the Council was prepared to take action on Item D3. ***Motion by Council Member Bowen to extend an offer to the Town Manager for a two-year contract with the salary being increased to $195K for the first year and $200K for the second year and extend him an option to buy back 100 hours of***

vacation time within 30 days of the acceptance of this contract. **Vice Mayor Post** asked if the buyback of 100 hours has to be done within 30 days or any time during that two-year contract. **Ms. Fairall** clarified that it could be whatever the Council wants it to be. ***Council Member Bowen said*** to leave it open then, and he stated that ***he would modify the motion to allow it just to be done. Motion seconded by Council Member McGorray.*** **Mayor Honea** asked if there was any further discussion. **Ms. Fairall** stated that she would like to ***add to the motion to authorize the mayor to execute the contract so that we don't have to come back to Council to do that. Council Member Bowen concurred.*** **Mayor Honea** asked Ms. Bronson to poll the Council beginning with him. Mayor Honea, Vice Mayor Post and Council Members Bowen, Comerford and McGorray vote "aye," and Council Member Ziegler voted "nay." Council Member Kai was not present. ***The motion passed 5-1.***

EXECUTIVE SESSIONS. ***Motion by Council Member McGorray, second by Council Member Comerford to go into executive session on Item E2 at 7:51 p.m. Passed unanimously 6-0.***

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

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

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss and evaluate the performance of Town Manager Gilbert Davidson.

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 by Council Member McGorray, second by Council Member Bowen to adjourn at 9:07 p.m. Passed unanimously 6-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 6, 2017. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control, Series #10 Beer and Wine store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #05156, located at 7800 N. Cortaro Road, Marana, Arizona 85743 (Jocelyn C. Bronson)

Discussion:

This is an Acquisition of Control Series #10 Beer and Wine Store liquor license at Walgreens #05156, located at 7800 N. Cortaro Road, Marana, Arizona 85743.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #05156, located at 7800 N. Cortaro Road, Marana, Arizona 85743.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #05156, located at 7800 N. Cortaro Road, Marana, Arizona 85743.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of License Types

LL2017-08

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

DLLC USE ONLY

Date Processed:	5-10-17
CSR:	JB/AP
60th Day:	7-9-17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H) NOTE 2) the $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☐ Agent Change	☒ Acquisition of Control	☐ Restructure
Complete Sections 1,2,3,4,5 & 7	Complete Sections 1,2, 3 & 7	Complete Sections 1,2,3,6 & 7

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) — (EXISTING AGENT OR NEW AGENT) — 10103582 (Liquor License #)
2. Owner Name: WALGREEN ARIZONA DRUG CO. (Exactly as it appears on Liquor License) Corp File #: 00449518 (If applicable)
3. Business Name: WALGREENS #05156 (Exactly as it appears on Liquor License) Email: ANDREA@LEWKLAW.COM
4. Business Location Address: 7800 N CORTARO RD (Do not use P.O. Box Number) MARANA (City) PIMA (COUNTY) 85743 (Zip)
5. Is the Business located within the incorporated limits of the above City or Town? ☒ Yes ☐ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
7. Mailing Address: 2600 N. CENTRAL AVE. STE. 1775 PHOENIX (City) AZ (State) 85004 (Zip)
8. Business Phone: (520)572-8699 Daytime Contact Phone (602) 200-7222
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☒ Yes ☐ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☒ Yes ☐ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
☐	SEE ATTACHED							
☐								
☐								
☐								

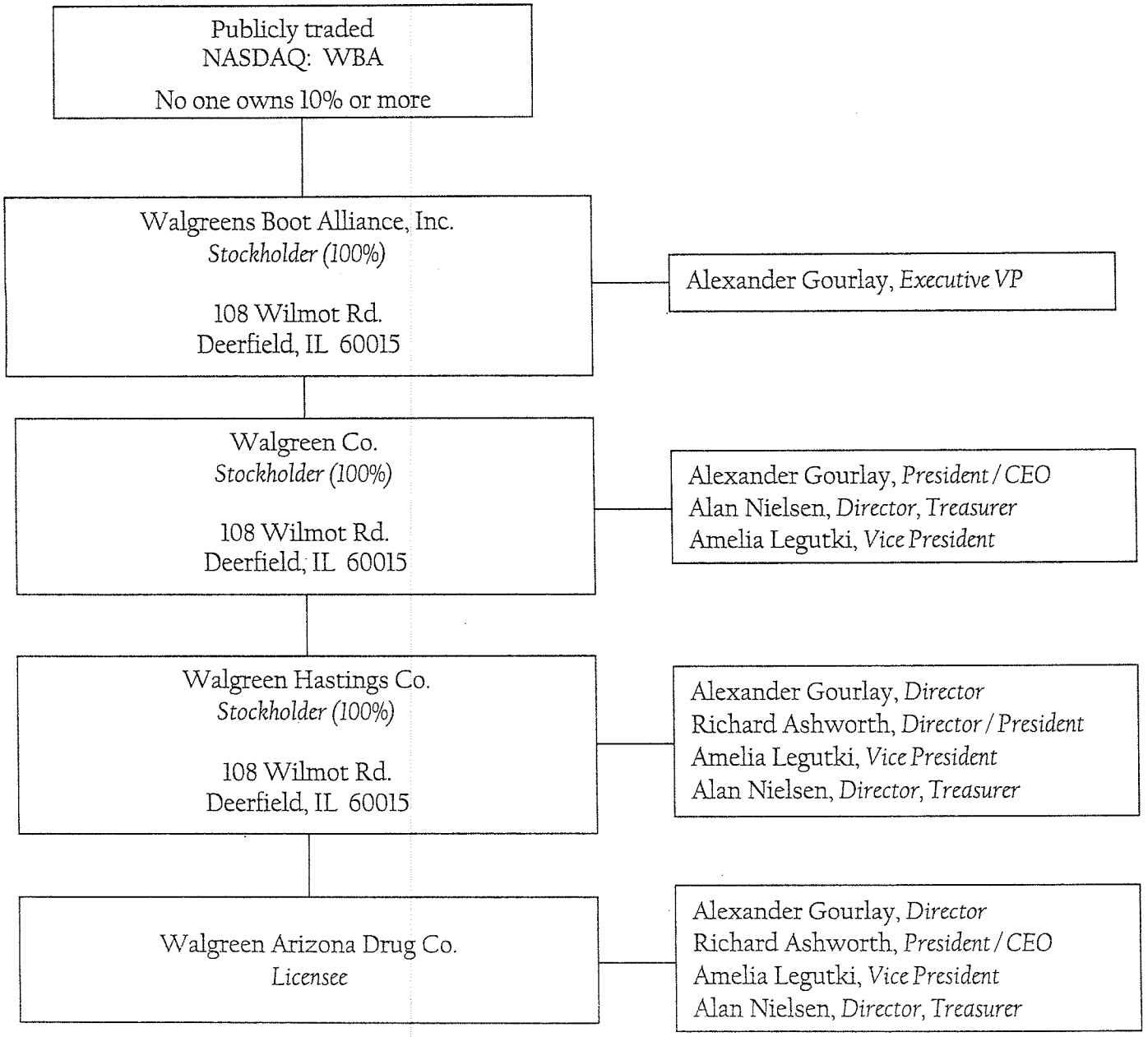
(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐	SEE ATTACHED							
☐								
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.


Publicly traded
NASDAQ: WBA
No one owns 10% or more
Walgreens Boot Alliance, Inc.
Stockholder (100%)
108 Wilmot Rd.
Deerfield, IL 60015
Alexander Gourlay, Executive VP
Walgreen Co.
Stockholder (100%)
108 Wilmot Rd.
Deerfield, IL 60015
Alexander Gourlay, President / CEO
Alan Nielsen, Director, Treasurer
Amelia Legutki, Vice President
Walgreen Hastings Co.
Stockholder (100%)
108 Wilmot Rd.
Deerfield, IL 60015
Alexander Gourlay, Director
Richard Ashworth, Director / President
Amelia Legutki, Vice President
Alan Nielsen, Director, Treasurer
Walgreen Arizona Drug Co.
Licensee
Alexander Gourlay, Director
Richard Ashworth, President / CEO
Amelia Legutki, Vice President
Alan Nielsen, Director, Treasurer

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☐ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☐ No

If yes, Name of current Manager: _____ (Last) _____ (First) _____ (Middle)

Basic Training ☐ Yes ☐ No Management Training ☐ Yes ☐ No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: _____ (Exactly as it appears on license) Last _____ First _____ Middle

I, (Print full name) _____, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____ (Controlling Person/Existing Agent)

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

_____ (Day) of _____ (Month), _____ (Year)

My commission expires on: _____

_____ Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO

If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ MANAGEMENT CO.
- ☐ TRIBE
- ☐ TRUST
- ☐ OTHER **(Explain)** _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ MANAGEMENT CO.
- ☐ TRIBE
- ☐ TRUST
- ☐ OTHER **(Explain)** _____

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, **(Print full name)** ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Controlling Person/Existing Agent)

State of ARIZONA County of MARICOPA The foregoing instrument was acknowledged before me this

8 (Day) of MAY (Month), 2017 (Year)

My commission expires on: 2/12/2021

Amy L Schroll
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2021

amy L Schroll
Signature of NOTARY PUBLIC

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

AFFIDAVIT OF POSTING

Date of Posting: May 18, 2017 Date of Posting Removal: 6/8/2017

Applicant's Name: Lewokowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 7800 N. Cortaro Road (Street) Marana (City) 85743 (Zip)

License #: 10103582

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

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

Elton E. Burns Jr. (Signature) 6/8/2017 (Date Signed)

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

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

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

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

1. City or (Town) of: Marana Liquor License Application #: 10103582
(Circle one) (Arizona application #)

2. County of: Pima City/Town/County #: LL2017-08

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

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 20th (Day) of June (Month), 2017 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 10103582 (Arizona liquor license application #),

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz (Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

_____ _____
(Printed name of city, town or county clerk) (Signature of city, town or county clerk)

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **L2**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #07209, located at 3800 W. Ina Road, Marana, Arizona 85741 (Jocelyn C. Bronson)

Discussion:

This application is for an Acquisition of Control Series #10 Beer and Wine Store liquor license at Walgreens #07209, located at 3800 W. Ina Road, Marana, Arizona 85741.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #07209, located at 3800 W. Ina Road, Marana, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #07209, located at 3800 W. Ina Road, Marana, Arizona 85741.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of License Types

LL2017-07

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

DLLC USE ONLY

Date Processed:	5/10/17
CSR:	JB/AP
60th Day:	7-9-17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H) NOTE 2) the $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☐ Agent Change	☒ Acquisition of Control	☐ Restructure
Complete Sections 1,2,3,4,5 & 7	Complete Sections 1,2, 3 & 7	Complete Sections 1,2,3,6 & 7

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) — (EXISTING AGENT OR NEW AGENT) — 10103581 (Liquor License #)
2. Owner Name: WALGREEN ARIZONA DRUG CO. (Exactly as it appears on Liquor License) Corp File #: 00449518 (If applicable)
3. Business Name: WALGREENS #07209 (Exactly as it appears on Liquor License) Email: ANDREA@LEWKLAW.COM
4. Business Location Address: 3800 W INA RD (Do not use P.O. Box Number) MARANA (City) PIMA (COUNTY) 85741 (Zip)
5. Is the Business located within the incorporated limits of the above City or Town? ☒ Yes ☐ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
7. Mailing Address: 2600 N. CENTRAL AVE. STE. 1775 PHOENIX (City) AZ (State) 85004 (Zip)
8. Business Phone: (520)744-4708 Daytime Contact Phone (602) 200-7222
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☒ Yes ☐ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☒ Yes ☐ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
☐	SEE ATTACHED							
☐								
☐								
☐								

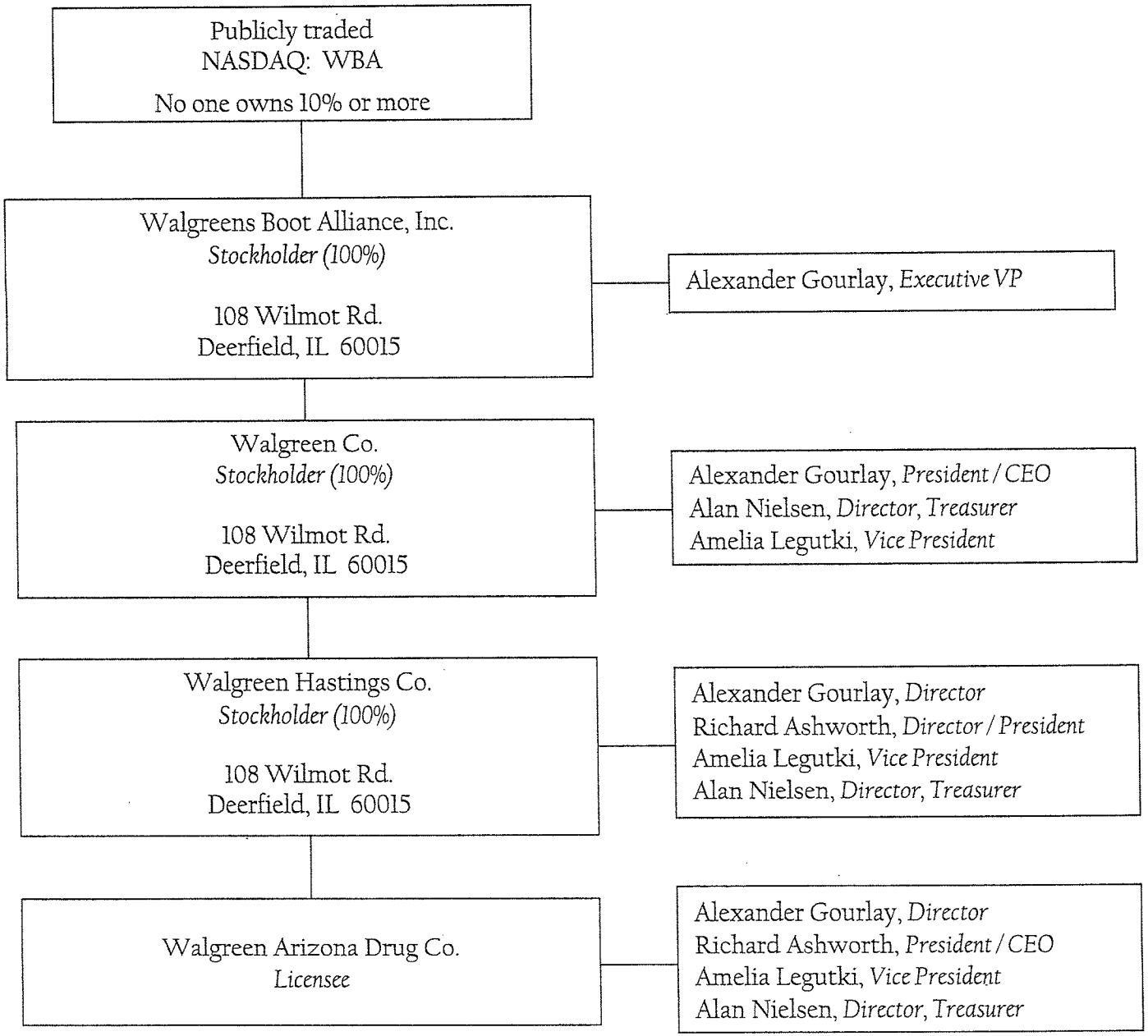
(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐	SEE ATTACHED							
☐								
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.


Publicly traded
NASDAQ: WBA
No one owns 10% or more
Walgreens Boot Alliance, Inc.
Stockholder (100%)
108 Wilmot Rd.
Deerfield, IL 60015
Alexander Gourlay, Executive VP
Walgreen Co.
Stockholder (100%)
108 Wilmot Rd.
Deerfield, IL 60015
Alexander Gourlay, President / CEO
Alan Nielsen, Director, Treasurer
Amelia Legutki, Vice President
Walgreen Hastings Co.
Stockholder (100%)
108 Wilmot Rd.
Deerfield, IL 60015
Alexander Gourlay, Director
Richard Ashworth, Director / President
Amelia Legutki, Vice President
Alan Nielsen, Director, Treasurer
Walgreen Arizona Drug Co.
Licensee
Alexander Gourlay, Director
Richard Ashworth, President / CEO
Amelia Legutki, Vice President
Alan Nielsen, Director, Treasurer

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☐ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☐ No

If yes, Name of current Manager: _____ (Last) _____ (First) _____ (Middle)

Basic Training ☐ Yes ☐ No **Management Training** ☐ Yes ☐ No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: _____ (Exactly as it appears on license) Last _____ First _____ Middle

I, **(Print full name)** _____, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____ (Controlling Person/Existing Agent)

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ (Day) of _____ (Month), _____ (Year)

My commission expires on: _____

_____ Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO

If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ MANAGEMENT CO.
- ☐ TRIBE
- ☐ TRUST
- ☐ OTHER **(Explain)** _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ MANAGEMENT CO.
- ☐ TRIBE
- ☐ TRUST
- ☐ OTHER **(Explain)** _____

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, **(Print full name)** ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Controlling Person/Existing Agent)

My commission expires on: 2/12/2021

Amy L Schroll
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2021

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

8 (Day) of MAY (Month), 2017 (Year)

_____ Signature of NOTARY PUBLIC

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

AFFIDAVIT OF POSTING

Date of Posting: May 18, 2017 Date of Posting Removal: 6/8/2017

Applicant's Name: Lewokowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 3800 W. Ina Road (Street) Marana (City) 85741 (Zip)

License #: 10103581

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

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

Elton E Burns Jr. 6/8/2017
Signature Date Signed

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

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

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

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

1. City or (Town) of: Marana (Circle one) Liquor License Application #: 10103581 (Arizona application #)

2. County of: Pima City/Town/County #: LL2017-07

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

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 20th (Day) of June (Month), 2017 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 10103581 (Arizona liquor license application #),

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz (Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **L3**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control Series #9 Liquor Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #9952, located at 12050 N. Dove Mountain Blvd., Marana, Arizona 85653 (Jocelyn C. Bronson)

Discussion:

This application is for an Acquisition of Control Series #9 Liquor Store liquor license application at Walgreens #9952, located at 12050 N. Dove Mountain Blvd., Marana, Arizona 85653.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of an Acquisition of Control Series #9 Liquor Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #9952, located at 12050 N. Dove Mountain Blvd., Marana, Arizona 85653.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an Acquisition of Control Series #9 Liquor Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Walgreens #9952, located at 12050 N. Dove Mountain Blvd., Marana, Arizona 85653.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of License Types

LL2017-09

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

DLLC USE ONLY

Date Processed:	05-10-17
CSR:	JB/AP
60th Day:	07-09-17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H) NOTE 2) the $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☐ Agent Change	☒ Acquisition of Control	☐ Restructure
Complete Sections 1,2,3,4,5 & 7	Complete Sections 1,2, 3 & 7	Complete Sections 1,2,3,6 & 7

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) — (EXISTING AGENT OR NEW AGENT) — 09100090 Liquor License #
2. Owner Name: WALGREEN ARIZONA DRUG CO. (Exactly as it appears on Liquor License) Corp File #: 00449518 (If applicable)
3. Business Name: WALGREENS #9952 (Exactly as it appears on Liquor License) Email: ANDREA@LEWKLAW.COM
4. Business Location Address: 12050 N DOVE MOUNTAIN BLVD (Do not use P.O. Box Number) MARANA (City) PIMA (COUNTY) 85653 (Zip)
5. Is the Business located within the incorporated limits of the above City or Town? ☒ Yes ☐ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
7. Mailing Address: 2600 N. CENTRAL AVE. STE. 1775 PHOENIX (City) AZ (State) 85004 (Zip)
8. Business Phone: (623)215-0407 Daytime Contact Phone (602) 200-7222
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☒ Yes ☐ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☒ Yes ☐ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
☐	SEE ATTACHED							
☐								
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

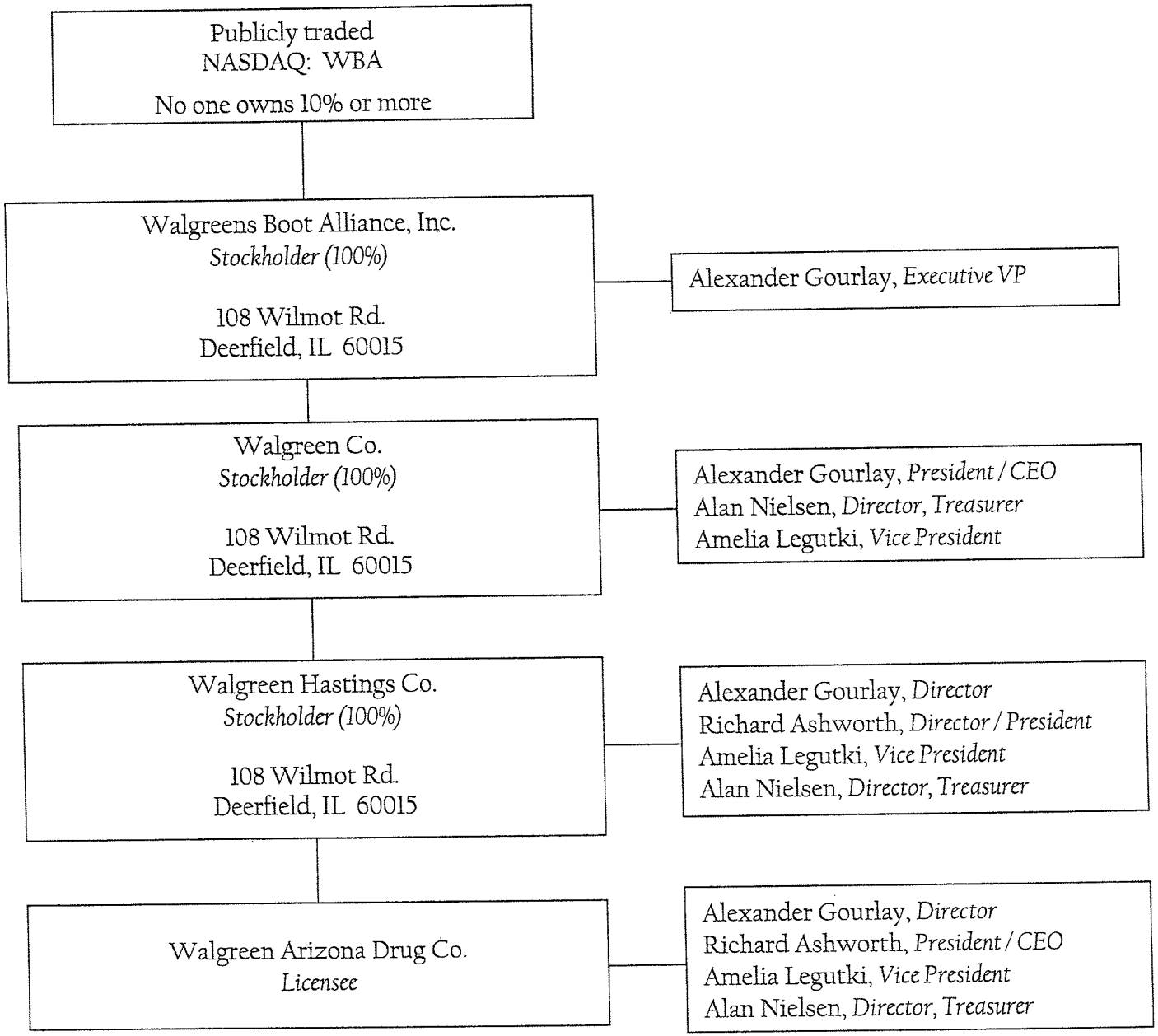
2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐	SEE ATTACHED							
☐								
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

'17 MAY 10 Liqr. Dept PM 3:37



SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☐ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☐ No

If yes, Name of current Manager: _____ (Last) _____ (First) _____ (Middle)

Basic Training ☐ Yes ☐ No **Management Training** ☐ Yes ☐ No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: _____ (Exactly as it appears on license) Last _____ First _____ Middle

I, **(Print full name)** _____, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____
(Controlling Person/Existing Agent)

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

_____ (Day) of _____ (Month), _____ (Year)

My commission expires on: _____

_____
Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO

If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ MANAGEMENT CO.
- ☐ TRIBE
- ☐ TRUST
- ☐ OTHER **(Explain)** _____

Type of new ownership:

- ☐ J.T.W.R.O.S.
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LIMITED LIABILITY CO.
- ☐ MANAGEMENT CO.
- ☐ TRIBE
- ☐ TRUST
- ☐ OTHER **(Explain)** _____

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, **(Print full name)** ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____
(Controlling Person/Existing Agent)

My commission expires: 2/12/2021

Amy L Schroff
Notary Public - Arizona
Maricopa County
My Commission Expires
February 12, 2021

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

8 (Day) of MAY (Month), 2017 (Year)

amy L Schroff
Signature of NOTARY PUBLIC

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

AFFIDAVIT OF POSTING

Date of Posting: May 17, 2017

Date of Posting Removal: 6/12/2017 5/12/2017

Applicant's Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 12050 N. Dove Mountain Blvd., Marana 85653 (Street, City, Zip)

License #: 09100090

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

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

Elton E Burns Jr. — Signature

5/12/2017 — Date Signed

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

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

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

1. City or (Town) of: Marana Liquor License Application #: 09100090
(Circle one) (Arizona application #)

2. County of: Pima City/Town/County #: LL2017-09

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

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council at a Regular meeting held on the 20th of
(Governing body) (Regular or special) (Day)

June, 2017 considered the application of Andrea Dahlman Lewkowitz
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 09100090,
(Arizona liquor license application #)

for the license series #: type Series #9: Liquor Store as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz
(Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

_____ _____
(Printed name of city, town or county clerk) (Signature of city, town or county clerk)

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **L4**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Mark A. Tkach on behalf of Harley-Davidson of Tucson for RideNow/CAG Charitable Foundation to be held on June 29, 2017 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of Harley-Davidson of Tucson for RideNow/CAG Charitable Foundation to be held on June 29, 2017. The applicant has also applied for a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

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

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

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special event liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Mark A. Tkach on behalf of Harley-Davidson of Tucson for RideNow/CAG Charitable Foundation.

OPTION 2: I move to disapprove the special event liquor license application Mark A. Tkach on behalf of Harley-Davidson of Tucson for RideNow/CAG Charitable Foundation.

Attachments

Application

Description of Special Event Liquor License

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

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

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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

SECTION 1 Name of Organization: RideNow/CAG Charitable Foundation

SECTION 2 Non-Profit/IRS Tax Exempt Number: 47-2990639

SECTION 3 The organization is a: (check one box only)

☑ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)

☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

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

Name of Business	License Number	Phone (include Area Code)

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

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

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

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

SECTION 7 Location of the Event: Harley-Davidson of Tucson

Address of Location: 7355 N. I-10 Eb. Frontage Rd. Tucson | Pima | AZ | 85743
(Street | City | COUNTY | State | Zip)

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

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

1. Applicant: Tkach (Last) Mark (First) A (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street | City | State | Zip)
3. Applicant's home/cell phone: ([redacted] Applicant's business phone: ([redacted]
4. Applicant's email address: marketing@tucsonharley.com

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name RideNow/CAG Charitable Foundation Percentage: 100%

Address 1188 E. Camelback Road (Street) Phoenix (City) AZ (State) 85014 (Zip)

Name _____ Percentage: _____

Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

_____ Number of Police 3 Number of Security Personnel ☐Fencing ☐Barriers

Explanation: A wristband program will be in place for issuance of liquor (max 3 per individual). There will be 3 entry points into the business that will be monitored by security during the entire event to I-D customers & and make sure no alcohol leaves the facility.

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

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	06/29/2017	Thursday	5:30pm	9:00pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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

N

See attached map

HARLEY-DAVIDSON OF TUCSON - INSIDE BEER EVENT MAP



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

I, (Print Full Name) Mark Tkach declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Mark Tkach	Member	6/8/17	[redacted]
Signature	Title/ Position	Date	Phone Number

The foregoing instrument was acknowledged before me this 8th (Day) June (Month) 2017 (Year)

State Arizona County of Maricopa

My Commission Expires on: 12-26-17 (Date)

Kathleen C Serfilippi
Signature of Notary Public

OFFICIAL SEAL
KATHLEEN C. SERFILIPPI
Notary Public State of Arizona
MARICOPA COUNTY
Comm. #258670 Expires December 26, 2017

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

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

X Mark Tkach	Member	6/8/17	[redacted]
Signature	Title/ Position	Date	Phone Number

The foregoing instrument was acknowledged before me this 8th (Day) June (Month) 2017 (Year)

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Signature of Notary Public

OFFICIAL SEAL
KATHLEEN C. SERFILIPPI
Notary Public State of Arizona
MARICOPA COUNTY
Comm. #258670 Expires December 26, 2017

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

SECTION 15 Local Governing Body Approval Section.

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

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

SECTION 16 For Department of Liquor Licenses and Control use only.

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

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

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

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

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

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

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

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

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

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Address of Location: 7355 N. I-10 Eb. Frontage Rd. Tucson | Pima | AZ | 85743
Street | City | COUNTY | State | Zip

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1. Applicant: Tkach (Last) Mark (First) A (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street, City, State, Zip)
3. Applicant's home/cell phone: ([redacted] Applicant's business phone: ([redacted]
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SECTION 10

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(If yes, attach a copy of the agreement.)

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Name RideNow/CAG Charitable Foundation Percentage: 100%

Address 1188 E. Camelback Road (Street) Phoenix (City) AZ (State) 85014 (Zip)

Name _____ Percentage: _____

Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
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DAY 8:				
DAY 9:				
DAY 10:				

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N

See attached map



Marana Regular Council Meeting 06/20/2017

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I, (Print Full Name) Mark Tkach declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Mark Tkach	Member	6/8/17	[redacted]
Signature	Title/ Position	Date	Phone Number

The foregoing instrument was acknowledged before me this 8th (Day) June (Month) 2017 (Year)

State Arizona County of Maricopa

My Commission Expires on: 12-26-17 (Date)

Kathleen C Serfilippi
Signature of Notary Public

OFFICIAL SEAL
KATHLEEN C. SERFILIPPI
Notary Public State of Arizona
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SECTION 14 This section is to be completed only by the applicant named in Section 9.

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

X Mark Tkach	Member	6/8/17	[redacted]
Signature	Title/ Position	Date	Phone Number

The foregoing instrument was acknowledged before me this 8th (Day) June (Month) 2017 (Year)

State Arizona County of Maricopa

My Commission Expires on: 12-26-17 (Date)

Kathleen C Serfilippi
Signature of Notary Public

OFFICIAL SEAL
KATHLEEN C. SERFILIPPI
Notary Public State of Arizona
MARICOPA COUNTY
Comm. #258670 Expires December 26, 2017

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

SECTION 15 Local Governing Body Approval Section.

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

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

SECTION 16 For Department of Liquor Licenses and Control use only.

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

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

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

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

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

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

Council-Regular Meeting **B1**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-059: Relating to Boards, Commissions and Committees; approving the appointment of George A. Kennedy to the Marana Public Safety Personnel Retirement System local board (Jocelyn C. Bronson)

Discussion:

Under state law, the Town of Marana is required to maintain a local board to administer the Public Safety Personnel Retirement System (PSPRS) for its PSPRS-eligible employees. The local board must include the mayor or his designee, two PSPRS-eligible employees elected by their peers and two citizens appointed by the mayor with the approval of the Town Council.

Mayor Honea is seeking Council approval for the appointment of George A. Kennedy to the local board. The appointment term would be for four years and would expire on June 30, 2021.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2017-059, approving the appointment of George A. Kennedy to the Marana Public Safety Personnel Retirement System local board for a term ending June 30, 2021.

Attachments

Resolution No. 2017-059

MARANA RESOLUTION NO. 2017-059

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; APPROVING THE APPOINTMENT OF GEORGE A. KENNEDY TO THE MARANA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM LOCAL BOARD

WHEREAS the Town of Marana has created the Marana Public Safety Personnel Retirement System (PSPRS) local board pursuant to A.R.S. §38-847 to administer the system for the Town and to make the provisions of the system effective for the Town; and

WHEREAS A.R.S. §38-847 provides that two members of the local PSPRS board shall be citizens appointed by the mayor with the approval of the Town Council; and

WHEREAS Mayor Ed Honea desires to appoint George A. Kennedy to the Marana Public Safety Personnel Retirement System local board.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that George A. Kennedy is appointed to the Marana Public Safety Personnel Retirement System local board for a four-year term ending June 30, 2021.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Jocelyn C. Bronson, Town Clerk

Frank Cassidy, Town Attorney

Board and Commission Application

Submitted On: 2017-06-02 16:31 America/Phoenix

Board or Commission	Public Safety Personnel Retirement System
Please upload your resume here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FCqC3QYmqQbKAtTzmLvQ8_GAK+Bio+-Long+Form+11_15_12.doc
Please upload any other documentation here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FBmtSECnlT7yT5SeJpg4g_gak_profile_17+%281%29.jpg
First Name	George
Last Name	Kennedy
Email	[redacted]
Full Address	[redacted]
How many years have you lived at this address?	12 years
How many years have you lived in Marana?	12
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Independent Business Owner
Employer	Self-Employed
What is your vision for the Town?	I foresee Marana as the most desired small town in the United States for families and businesses of the 21st century.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Improved and expanded infrastructure; improved and more competitive k-12 education; better roads; more outlets for youth entertainment;
What do you see as the Town's best asset to bring visitors and new residents to the Town?	One of most progressive small communities in southwest Arizona; outstanding public safety; a comprehensive economic development plan for the town that anticipates improved employment opportunities, transportation infrastructure that connects the southwest to ports in southern California; modernized regional airport; local control over public utilities.
Please explain your professional background	I am a retired Federal Executive and Senior Foreign Service officer (35 years) with the U.S. Department of State, the former U.S. Information Agency, and the U.S. Department of Commerce.
Describe your experience working with a Council-appointed board or commission	I am a member of the Marana Citizens Forum and the Vice President of the Marana Municipal Property Corporation Board of Directors.

Describe a time when you had to stand firm and make a tough or unpopular decision	On numerous occasions during my former federal career and when assisting in the launch of The Federal City College - the predecessor institution to the current University of the District of Columbia.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	By remaining true to my commitment to the rules, regulations, policies, procedures, and legal mandates of the Town of Marana
Full Name	Tony Penn
Full Address	United Way of Tucson and Southern Arizona 330 Commerce Court Tucson
Relationship	Tony Penn is the CEO of the UWTSA and I am a member of his Board of Advisors
Phone Number	[redacted]
Full Name	John Paul Jones
Full Address	School of Social and Behavioral Sciences (SBS) University of Arizona Tucson AZ
Relationship	John Paul Jones is the Dean of SBS and I am a member of his Board of Advisors since 2006
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	none
Person with Interest	none
Type of Interest	none
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	none
Signature Data	Name: First Name: George Last Name: Kennedy Email: [redacted] 
Full Date	6 3 2017

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Council-Regular Meeting **B2**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-060: Relating to Boards, Commissions and Committees; making appointments to the Planning Commission (Jocelyn C. Bronson)

Discussion:

On June 6, 2017, the Council Committee for Planning Commission and Board of Adjustment Appointments met to consider the applications for three positions on the Planning Commission which are set to expire June 30, 2017. The Committee reviewed and discussed the applications of Don Duncan, Richard Miller, Steve Miklosi and James Farmer.

After discussion, the Committee recommended that Don Duncan, Richard Miller and Steve Miklosi be appointed to the Marana Planning Commission with terms expiring June 30, 2021.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2017-060, appointing Don Duncan, Richard Miller and Steve Miklosi to the Marana Planning Commission, with terms expiring June 30, 2021.

Attachments

Resolution No. 2017-060
Don Duncan Application
James Farmer Application

MARANA RESOLUTION NO. 2017-060

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; APPROVING APPOINTMENTS TO THE MARANA PLANNING COMMISSION

WHEREAS on March 5, 2013, the Town Council adopted Resolution No. 2013-020, modifying the procedures for appointments to the Town of Marana Planning Commission by establishing a Council Committee for Planning Commission and Board of Adjustment Appointments, and authorizing the Committee to receive and review applications and interview prospective Planning Commission members and to make recommendations relating to the applicants to the full Town Council for consideration and possible action; and

WHEREAS the Council Committee for Planning Commission and Board of Adjustment Appointments has reviewed the applications for the three seats on the Planning Commission set to expire June 30, 2017, and has made its recommendations to the full Council; and

WHEREAS the Mayor and Council desire to fill the expiring positions and find that the appointments addressed by this resolution are in the best interests of the town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that _____, _____ and _____ are appointed to the Marana Planning Commission for four-year terms ending June 30, 2021.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Board and Commission Application

Submitted On: Apr 24, 2017 @ 5:21PM

Board or Commission	Planning Commission
Please upload your resume here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FxQfbsRN5TIWK2pOIMLIp_Don%27s+Resume.pub
First Name	Don
Last Name	Duncan
Email	[redacted]
Full Address	
How many years have you lived at this address?	10 years
How many years have you lived in Marana?	10 Years
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	
Occupation	Retired Professional Insurance & Financial Services Owner/Agent
Employer	Retired from Allstate Insurance
What is your vision for the Town?	Please see Resume
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Please see Resume
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Please see Resume
Please explain your professional background	Please see Resume
Describe your experience working with a Council-appointed board or commission	Please see Resume
Describe a time when you had to stand firm and make a tough or unpopular decision	Please see Resume

you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	
Full Name	John McIntyre
Full Address	[redacted]
Relationship	Friend & Chairman, Marana Board of Adjustments
Phone Number	[redacted]
Full Name	Alexis Koss
Full Address	[redacted]
Relationship	Friend & co-member, Dove Mountain HEAC
Phone Number	[redacted]
Phone Number	
Name of Business	n/a
Person with Interest	n/a
Type of Interest	n/a
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	
Signature Data	Name: First Name: Don Last Name: Duncan Email: [redacted]
	Don Duncan
Full Date	4 24 2017

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Board and Commission Application

Submitted On: Apr 24, 2017 @ 11:36AM

Board or Commission	Planning Commission
Please upload your resume here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2F2XFjHnu3R3u1VVfruQhA_12-13-16+JRFarmer_Resume.docx
First Name	James
Last Name	Farmer
Email	[redacted]
Full Address	
How many years have you lived at this address?	3 Months
How many years have you lived in Marana?	1 year, however lived in Marana from 2004 to Dec. 2011
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	
Occupation	Retired from Union Pacific RR. Current owner JRF Investments LLC and a licensed Real Estate Salesperson
Employer	Self Employed
What is your vision for the Town?	I believe that Marana can be the dominate municipality in southern Arizona. Instead of everyone saying Tucson or Oro Valley, Marana can be the word of choice when looking at southern Arizona. I support a very pro-business environment, cost efficient management of all city services, with a sense of strong economic development.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Creating substantial growth while maintaining a balanced budget.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	I believe the Dove Mountain area is a fantastic asset, especially with the Ritz Carlton and major golf in the area. As a side note, the outlet mall is also a nice attraction.
Please explain your professional background	I am retired from Union Pacific RR, while working in the industry for 38 years. I managed budgets, assets, and employees during that time. Currently I am a licensed real estate sales person with the State of Arizona, and am owner of JRF Investments LLC a Arizona LLC specializing in private real estate investment.
Describe your experience working with a Council-appointed board or commission	While working as a Director for Union Pacific Railroad, I worked hand in hand with many City Officials in the cities of Sacramento, CA. Tucson, AZ, and San Antonio, TX. In these cities, I had to liaison for Union Pacific with construction, public safety, and community relations issues.

had to stand firm and make a tough or unpopular decision	exceeded our budget. I had to draft and extensive presentation on cost cutting measures that were suspect to employees and upper management. Sticking to the facts during the presentation and explaining the details, the team in one year, brought our expenses under budget, saving over two million dollars in that time frame.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	Objectivity has been part of my management experience for the entire time. I base my decisions on facts and data and leave personal feelings out of those decisions. I believe I can carry on those principals to any opportunity the City of Marana might give me.
Full Name	Mike Brayztis
Full Address	[redacted]
Relationship	Former boss
Phone Number	[redacted]
Full Name	Kelly Cutlip
Full Address	[redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	
Name of Business	JRF Investments LLC
Person with Interest	James Farmer
Type of Interest	Owner
Additional Information	Although I have a Arizona LLC which is a real estate investment company. This LLC has zero assets, currently and is only used to shelter personal rental property in the future. I feel I should disclose this but do not feel that any conflict of interest would surface.
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	Name: First Name: James Last Name: Farmer Email: [redacted]
	James R. Farmer
Full Date	4 24 2017

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Board and Commission Application

Submitted On: May 12, 2017 @ 5:31PM

Board or Commission	Planning Commission
Please upload your resume here.	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FLezNrYBwTd6MjGL6daTw_Resume+%282%29.docx
First Name	Richard
Last Name	Miller
Email	[redacted]
Full Address	
How many years have you lived at this address?	12
How many years have you lived in Marana?	26
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	
Occupation	Security
Employer	Central Alarm Inc.
What is your vision for the Town?	Marana is starting to grow again. I see projects that have been put on hold staring to move again. I see more retail and commercial expanding as the residential expands.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Growth. I see old a new projects starting to get traction again. The struggle of projects and their neighbors around them will and continue to be issues in the future. Water and underground sewage could be even bigger concerns as Marana grows. As we see a lot of Residential growth it is just a important to have commercial growth as well.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	1. Small town feel 2. Low cost of living 3. The outlet Mall, The increased retail, places like the Top golf
Please explain your professional background	I manage a large Security company.
Describe your experience working with a Council-appointed board or commission	I have been on the commission for five years now and have truly enjoyed it.
Describe a time when you had to stand firm and make a tough decision	As a General manger i have to make daily decisions that are not always popular with employees . Examples denying raises, health insurance, basically anytime yo have to say no. Also as setting on the commission we have had to make few very unpopular decisions.

you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	was right for the city and the people involved.
Full Name	Gary Underdown
Full Address	[redacted]
Relationship	Employeer
Phone Number	[redacted]
Full Name	Jon Post
Full Address	[redacted]
Relationship	friend
Phone Number	[redacted]
Phone Number	
Name of Business	none
Person with Interest	none
Type of Interest	none
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	Yes
If Yes, please explain	Central Alarm Inc. monitors some fire Alarm Systems for Marana
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	
Signature Data	Name: First Name: Richard Last Name: MILLER Email: [redacted] 
Full Date	5 12 2017

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Application for Position on Planning and Zoning Commission

Steve Miklosi



Current address: 12yrs.

Lived in Marana total of 16 years

Occupation: Managing partner of Breakers Water Park.

Employer: Breakers Water Park

Town Vision: To see Marana continue to develop and progress as a model community to live, work and play in.

Concerns: To be sure that as Marana continues to grow, that it is done in a well thought out and planned approach utilizing its vast available space wisely.

Marana has an excellent reputation as being a forward thinking community offering a friendly, comfortable lifestyle to potential residents.

Background: I have managed theme parks, amusement parks and waterparks across the US since 1977. My responsibilities include overseeing budgets, planning and employees.

I am currently chair of the World Waterpark Association. An international association with members in over 50 countries.

I have been on the board of directors and Past chair of the Marana Chamber of Congress.

Experience on Commissions: I am currently on the Planning and Zoning Commission.

Describe positions: Sitting on the Planning and Zoning Commission making difficult decisions are generally part of the process. We just made a difficult decision at the last meeting after hearing considerable opposition to the Lazy k Ranch development we voted in favor of sending the project to town council for approval, much to the displeasure of the group that was present at the meeting.

Describe your objectivity: As always it is important to hear all the facts on any given topic and search for an amiable solution if possible. When the end outcome being what is best for the community.

References:

Ed Stolmaker

CEO Marana Chamber, Friend

Marana, Az.

[redacted]

Friend

Rick Root

CEO World Waterpark Association, Friend

Lenexa, Ks

[redacted]

CEO World

I, Steve Miklosi attest that all information provided is true to the best of my knowledge.

Council-Regular Meeting **A1**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: June 20, 2017

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

Strategic Plan Focus Area Additional Info:
Marana's Strategic Plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: PUBLIC HEARING: Resolution No. 2017-061: Relating to Budget; adopting the Town of Marana's fiscal year 2017-2018 final budget (Erik Montague)

Discussion:

On May 16, 2017, Mayor and Council adopted a tentative budget for fiscal year 2017-2018. In adopting the tentative budget, Mayor and Council established the expenditure limitation for the Town for the fiscal year.

Adoption of the attached resolution, which requires a public hearing, is the last formal step in the process of adopting the final budget. After receiving public input, Mayor and Council are being asked to consider adopting a final budget that shall not exceed $200,393,889. There were minor reallocations of expenditure authority between certain line items and funds. Overall expenditures, however, did not change. The following highlights certain items included in the proposed final budget:

Authorized Positions

Including position adjustments made during the current fiscal year, staffing increased 7.12 FTE from 348.63 positions in FY 2017 to 355.75 in FY 2018. The following are the new positions added:

- Marketing and Design Associate (1.0 FTE; General Fund/Bed Tax Fund)
- Document Clerk (1.0 FTE; General Fund)
- Police Officer (2.0 FTE; General Fund)
- Senior Maintenance Associate (1.0 FTE; General Fund)
- Fleet Tech I (1.0 FTE; General Fund)

- Water Operator II (1.0 FTE; Water Fund)
- Water Reclamation Operator II (1.0FTE; Water Fund)

Additionally, the vacant position of Parks and Recreation Services Clerk (0.75 FTE; General Fund) was eliminated during the year.

Team Performance Pay Adjustments

The fiscal year 2017-2018 budget includes a team performance pay adjustment. Team performance pay is based on performance and behavior that is aligned with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork and engaged innovation). This adjustment takes into consideration the Town's pay philosophy to maintain a competitive position in the market and to recognize and reward employees who push the organization toward excellence.

Eligible employees may receive up to a 3.0% team performance pay adjustment added to their base pay. Eligible employees who are at the top of their pay range would receive any portion over their maximum pay range as a one-time, lump sum payment.

Additional information regarding these adjustments is included as supplemental materials to this item.

Staff has also included official budget forms required by the State of Arizona's Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$200,393,889

Adoption of final budget for fiscal year 2017-2018 and establishing the legal level of budgetary control. The final budget amount of $200,393,889 is less than the tentative budget amount of $200,926,325 approved on May 16, 2017. The reduction of $532,436 in the final budget represents reductions in projected carry forward for certain projects. If approved, the expenditure limitation for the Town will be at the lower final budget amount of $200,393,889.

Staff Recommendation:

Staff recommends approval of Resolution No. 2017-061, adopting the fiscal year 2017-2018 final budget.

Suggested Motion:

I move to adopt Resolution No. 2017-061, adopting the Town of Marana's fiscal year 2017-2018 final budget.

Attachments

Resolution No. 2017-061
Resolution Exhibit A
2-17-2018 Authorize Position Reconcilation
2017-2018 Salary Schedules
2017-2018 Team Performance Pay Adjustment
2017-2018 Five Year CIP Schedule

MARANA RESOLUTION NO. 2017-061

RELATING TO BUDGET; ADOPTING THE TOWN OF MARANA'S FISCAL YEAR 2017-2018 FINAL BUDGET

WHEREAS in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Marana Town Council did, on May 16, 2017, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Marana; and

WHEREAS in accordance with said chapter of said title, and following due public notice, the Council met on June 20, 2017, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS it appears that publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 20, 2017, at the office of the Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, attached hereto as Exhibit A and incorporated herein by this reference, as now increased, reduced, or changed, are hereby adopted as the budget of the Town of Marana for the fiscal year 2017-2018.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2018

Fiscal Year		Sch	FUNDS							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2017	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	42,988,705	8,003,917	9,029,886	81,633,576	0	24,291,695	4,116,110	170,063,889
2017	Actual Expenditures/Expenses**	E	34,906,658	5,432,305	9,066,419	34,848,226	0	7,911,048	3,819,304	95,983,960
2018	Fund Balance/Net Position at July 1***		22,662,353	5,487,737	1,854,308	34,339,671		31,670,889	1,224,625	97,239,583
2018	Primary Property Tax Levy	B	0							0
2018	Secondary Property Tax Levy	B			452,269	68,949				521,218
2018	Estimated Revenues Other than Property Taxes	C	44,001,991	6,108,291	2,261,303	46,143,079	0	15,832,594	4,214,329	118,561,587
2018	Other Financing Sources	D	0	0	0	5,500,000	0	2,000,000	0	7,500,000
2018	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2018	Interfund Transfers In	D	0	100,000	6,266,911	3,000,000	0	669,022	0	10,035,933
2018	Interfund Transfers (Out)	D	6,107,870	0	0	1,554,437	0	2,373,626	0	10,035,933
2018	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2018	Total Financial Resources Available		60,556,474	11,696,028	10,834,791	87,497,262	0	47,798,879	5,438,954	223,822,388
2018	Budgeted Expenditures/Expenses	E	46,740,546	7,850,924	8,283,441	86,175,471	0	47,129,178	4,214,329	200,393,889

EXPENDITURE LIMITATION COMPARISON	2017	2018
1. Budgeted expenditures/expenses	$ 170,063,889	$ 200,393,889
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	170,063,889	200,393,889
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 170,063,889	$ 200,393,889
6. EEC expenditure limitation	$	$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2018

	2017	2018
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
B. Secondary property taxes	511,794	571,672
C. Total property tax levy amounts	$ 511,794	$ 571,672
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 511,333	
(2) Prior years' levies	461	
(3) Total primary property taxes	$ 511,794	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total secondary property taxes	$	
C. Total property taxes collected	$ 511,794	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
(2) Secondary property tax rate	2.8000	2.8000
(3) Total city/town tax rate	2.8000	2.8000
B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
GENERAL FUND			
Local taxes			
Sales taxes	$ 24,156,385	$ 25,265,098	$ 25,817,378
Licenses and permits			
Building and development fees	3,480,385	3,353,925	3,459,185
Business and license fees	160,000	157,980	160,000
Animal license fees			85,000
Franchise fees	400,000	389,180	400,000
Host Fees			350,000
Intergovernmental			
State shared sales taxes	3,891,291	3,685,849	4,077,246
Urban revenue sharing	5,057,824	5,053,740	5,384,087
Auto lieu	1,770,957	1,778,650	2,018,426
Other	85,000	79,453	
Charges for services			
Charges for services	489,160	508,576	534,650
Fines and forfeits			
Court fines and fees	640,000	624,750	625,000
Interest on investments			
Interest	200,000	165,540	200,000
Contributions			
Voluntary contributions	231,264	213,924	224,300
Miscellaneous			
Other miscellaneous	655,919	650,959	666,719
Total General Fund	$ 41,218,185	$ 41,927,624	$ 44,001,991

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
SPECIAL REVENUE FUNDS			
Community development block grants	$ 261,700	$ 93,136	$ 175,000
Affordable housing revolving	10,000	2,218	10,000
Other grants and contributions	1,183,593	758,339	1,185,593
RICO	30,515	34,568	31,615
	$ 1,485,808	$ 888,261	$ 1,402,208
Impound	$ 50,000	$ 46,400	$ 50,000
Bed Tax	937,884	973,160	989,558
Emergency telecommunications	52,000	48,950	52,000
Local JCEF	15,000	11,817	15,000
	$ 1,054,884	$ 1,080,327	$ 1,106,558
Fill the GAP	$ 6,000	$ 5,707	$ 6,500
Local technology enhancement	140,000	127,635	130,000
Highway user revenue	3,100,763	3,023,812	3,463,025
	$ 3,246,763	$ 3,157,154	$ 3,599,525
Total Special Revenue Funds	$ 5,787,455	$ 5,125,742	$ 6,108,291

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS			
Tangerine farms road improvement district	$ 2,111,776	$ 2,428,821	$ 2,251,074
Gladden farms CFD debt	264,603	223,569	10,229
	$ 2,376,379	$ 2,652,390	$ 2,261,303
Total Debt Service Funds	$ 2,376,379	$ 2,652,390	$ 2,261,303
CAPITAL PROJECTS FUNDS			
Transportation	$ 5,933,250	$ 5,648,657	$ 7,018,183
One-half cent sales tax	6,000,000	5,045,585	5,579,676
Impact fee funds	1,546,093	1,981,750	2,014,725
Other capital projects	891,075	669,365	3,946,871
	$ 14,370,418	$ 13,345,357	$ 18,559,455
Downtown reinvestment	$ 180,165	$ 214,732	$ 223,600
Regional transportation authority	40,382,226	30,397,922	26,911,099
Tangerine farms road improvement district	35,000	17,450	35,000
	$ 40,597,391	$ 30,630,104	$ 27,169,699

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2018

SOURCE OF REVENUES	ESTIMATED REVENUES 2017	ACTUAL REVENUES* 2017	ESTIMATED REVENUES 2018
Gladden farms II CFD capital	$	$	$
Vanderbilt farms CFD capital	29,839		29,839
Saguaro springs CFD capital	384,086		384,086
	$ 413,925	$	$ 413,925
Total Capital Projects Funds	$ 55,381,734	$ 43,975,461	$ 46,143,079

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

ENTERPRISE FUNDS

Water utility	$ 5,561,518	$ 4,795,695	$ 6,555,548
Airport	2,295,569	459,658	6,715,540
Wastewater utility	2,048,694	1,595,805	2,561,506
	$ 9,905,781	$ 6,851,158	$ 15,832,594
Total Enterprise Funds	$ 9,905,781	$ 6,851,158	$ 15,832,594

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

INTERNAL SERVICE FUNDS

Health benefits	$ 3,856,160	$ 3,497,856	$ 3,925,763
Dental benefits	259,950	251,457	288,566
	$ 4,116,110	$ 3,749,313	$ 4,214,329
Total Internal Service Funds	$ 4,116,110	$ 3,749,313	$ 4,214,329
TOTAL ALL FUNDS	$ 118,785,644	$ 104,281,688	$ 118,561,587

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2018

FUND	OTHER FINANCING 2018 SOURCES	OTHER FINANCING 2018 <USES>	INTERFUND TRANSFERS 2018 IN	INTERFUND TRANSFERS 2018 <OUT>
GENERAL FUND				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				3,000,000
2013 debt service				1,259,913
2014 debt service				672,500
2017 debt service				406,435
Airport				669,022
Wastewater utility				
Total General Fund	$	$	$	$ 6,107,870
SPECIAL REVENUE FUNDS				
Other grants and contributions	$	$	$ 100,000	$
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
2013 debt service			3,069,439	$
2014 debt service			531,908	
2016 debt service			2,665,564	
2017 debt service				
Total Debt Service Funds	$	$	$ 6,266,911	$
CAPITAL PROJECTS FUNDS				
Transportation	$	$	$	$ 641,740
Impact fees				912,697
Other capital projects			3,000,000	
Gladden farms II CFD	1,000,000			
Saguaro springs CFD	4,500,000			
Total Capital Projects Funds	$ 5,500,000	$	$ 3,000,000	$ 1,554,437
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Airport	$	$	$ 669,022	$
Water utility	2,000,000			1,186,813
Wastewater utility				1,186,813
Total Enterprise Funds	$ 2,000,000	$	$ 669,022	$ 2,373,626
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$ 7,500,000	$	$ 10,035,933	$ 10,035,933

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
GENERAL FUND				
Non-departmental	$ 1,278,097	$ 276,000	$ 900,891	$ 1,907,251
Mayor and council	289,572		247,658	290,628
Town manager	1,650,390		1,535,590	1,727,490
Town clerk	497,244		365,750	429,193
Human resources	879,634		799,650	869,595
Finance	1,212,225		1,012,541	1,197,621
Legal	832,495		801,715	847,174
Technology services	2,554,348	35,000	2,415,158	2,664,643
Economic and tourism develop	200,285		190,744	276,876
Development services admin	324,349		221,580	344,274
Development records				
Building safety	1,121,615		1,014,540	1,055,171
Planning	1,194,939		1,003,870	1,020,554
Engineering	2,598,690		2,385,950	2,633,784
Police	12,134,654		11,917,960	13,058,820
Courts	1,033,015		980,450	992,929
Public works	3,526,743		3,048,135	4,348,525
Parks and recreation	3,988,586	85,000	3,728,390	4,482,977
Community development	963,860	156,000	1,012,540	1,042,374
Capital outlay	1,707,964		1,047,546	2,550,667
Contingency	5,000,000		276,000	5,000,000
Total General Fund	$ 42,988,705	$	$ 34,906,658	$ 46,740,546
SPECIAL REVENUE FUNDS				
Highway user revenue	$ 3,867,177	$	$ 3,798,568	$ 3,678,138
Revolving affordable housing	215,720			305,720
Local JCEF	82,000			82,000
Fill the GAP	34,500			34,500
Local technology	283,256		37,712	288,191
Community development block gran	261,700		96,457	210,000
Bed tax	940,649		898,480	989,558
Other grants and contributions	1,193,665		434,714	1,135,173
RICO	1,034,500		87,964	1,034,500
Impound fees	19,000		16,897	21,394
Emergency telecommunications	71,750		61,513	71,750
Total Special Revenue Funds	$ 8,003,917	$	$ 5,432,305	$ 7,850,924
DEBT SERVICE FUNDS				
Series 2008 debt	$ 2,637,788	$	$ 2,639,275	$ 1,314,269
Series 2013 debt	3,031,725		3,034,816	3,033,425
Series 2014 debt	531,725		514,071	533,908
Series 2017 debt				649,602
Tangerine farms ID debt	2,111,776		2,276,985	2,251,074
Gladden farms CFD debt	716,872		601,272	501,163
Saguaro springs CFD debt				
Total Debt Service Funds	$ 9,029,886	$	$ 9,066,419	$ 8,283,441

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2018

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
CAPITAL PROJECTS FUNDS				
Transportation	$ 15,026,708	$	$ 3,623,922	$ 18,343,837
One-half percent sales tax	7,092,271		1,122,706	17,175,455
Impact fee funds	9,758,097		1,139,584	9,819,518
Tangerine farms ID	35,000		23,420	35,000
Other capital projects	2,698,275		2,365,953	7,194,076
Downtown reinvestment	185,319			223,600
Regional transportation authority	40,382,227		26,173,912	26,911,098
Gladden farms CFD	1,531,272		398,540	1,548,480
Gladden farms II CFD	213		63	213
Saguaro springs CFD	4,892,000		63	4,892,000
Vanderbilt farms CFD	32,194		63	32,194
Total Capital Projects Funds	$ 81,633,576	$	$ 34,848,226	$ 86,175,471
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
Water utility	$ 10,178,570	$	$ 3,795,447	$ 11,825,105
Airport	1,943,389		355,981	7,752,938
Wastewater utility	12,169,736		3,759,620	27,551,135
Total Enterprise Funds	$ 24,291,695	$	$ 7,911,048	$ 47,129,178
INTERNAL SERVICE FUNDS				
Health benefits	$ 3,856,160	$	$ 3,594,580	$ 3,925,763
Dental benefits	259,950		224,724	288,566
Total Internal Service Funds	$ 4,116,110	$	$ 3,819,304	$ 4,214,329
TOTAL ALL FUNDS	$ 170,063,889	$	$ 95,983,960	$ 200,393,889

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2018

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2017	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2017	ACTUAL EXPENDITURES/ EXPENSES* 2017	BUDGETED EXPENDITURES/ EXPENSES 2018
Town manager:				
General Fund	$ 1,650,390	$	$ 1,427,948	$ 1,727,490
Bed Tax Fund	5,108		40,545	5,000
Department Total	$ 1,655,498	$	$ 1,468,493	$ 1,732,490
Economic and tourism development:				
General Fund	$ 200,285	$	$ 182,738	$ 276,876
Bed Tax Fund	260,619		256,458	309,636
Department Total	$ 460,904	$	$ 439,196	$ 586,512
Police:				
General Fund	$ 12,134,654	$	$ 11,416,656	$ 12,934,820
RICO	34,500		87,964	34,500
Impound fees	19,000		63,897	21,394
Other grants	512,876		149,856	454,384
Emergency telecommunications	71,750		61,513	71,750
Department Total	$ 12,772,780	$	$ 11,779,886	$ 13,516,848
Court:				
General Fund	$ 1,033,015	$	$ 979,992	$ 992,929
Local JCEF	72,000			72,000
Fill the GAP	34,500			34,500
Local tech enhancement	283,256		37,712	288,191
Department Total	$ 1,422,771	$	$ 1,017,704	$ 1,387,620
Public works:				
General Fund	$ 3,526,743	$	$ 3,048,135	$ 4,287,585
Highway user revenue fund	3,000,590		3,698,568	2,894,263
Department Total	$ 6,527,333	$	$ 6,746,703	$ 7,181,848
Community Development:				
General Fund	$ 963,860	$	$ 566,892	$ 1,042,374
CDBG	261,700		96,457	185,000
Revolving affordable housing	215,720			215,720
Department Total	$ 1,441,280	$	$ 663,349	$ 1,443,094

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2018

FUND	Full-Time Equivalent (FTE) 2018	Employee Salaries and Hourly Costs 2018	Retirement Costs 2018	Healthcare Costs 2018	Other Benefit Costs 2018	Total Estimated Personnel Compensation 2018
GENERAL FUND	315.1	$ 19,448,653	$ 3,259,218	$ 3,384,178	$ 2,471,055	$ 28,563,104
SPECIAL REVENUE FUNDS						
Other grant funds	7.0	$ 256,924	$ 85,010	$ 50,083	$ 40,367	$ 432,384
Bed tax	1.7	83,654	9,488	19,987	7,729	120,858
Local technology	1.0	32,136	3,645	11,195	2,765	49,741
Total Special Revenue Funds	9.7	$ 372,714	$ 98,143	$ 81,265	$ 50,861	$ 602,983
ENTERPRISE FUNDS						
Water utility	23.0	$ 1,426,093	$ 159,475	$ 252,430	$ 162,210	$ 2,000,208
Airport	3.0	185,171	21,135	43,561	29,323	279,190
Wastewater utility	5.0	261,996	29,088	60,782	29,601	381,467
Total Enterprise Funds	31.0	$ 1,873,260	$ 209,698	$ 356,773	$ 221,134	$ 2,660,865
TOTAL ALL FUNDS	355.8	$ 21,694,627	$ 3,567,059	$ 3,822,216	$ 2,743,050	$ 31,826,952

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

	2014 Adopted	2014 Actual	2015 Adopted	2015 Actual	2016 Adopted	2016 Actual	2017 Adopted	2017 Estimated	2018 Tentative
Town Manager									
Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Manager	1.00	1.00	1.00	-	-	-	-	1.00	1.00
Management Assistant	1.00	2.00	2.00	2.00	2.00	2.00	3.00	-	-
Executive Assistant to the Town Manager	-	-	-	-	-	-	1.00	1.00	1.00
Administrative Assistant	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk	-	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.00
Assistant to the Town Manager	-	-	-	1.00	1.00	1.00	1.00	1.00	1.00
Senior Executive Assistant	-	1.00	1.00	1.00	1.00	1.00	-	-	-
Senior Administrative Manager	1.00	-	-	-	-	-	-	-	-
Customer Service Representative	2.13	-	-	-	-	-	-	-	1.00
Council Liaison	1.00	-	-	-	-	-	-	-	-
Communication and Marketing Division (20)									
Communications Manager	-	-	-	-	-	-	1.00	1.00	1.00
Communications Specialist	-	-	-	-	-	-	-	1.00	1.00
Graphic Designer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Information Officer (PIO)	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Marketing and Design Associate (Tourism & Marketing)									0.50
Special Events Division (30)									
Special Events Coordinator		-	-	1.00	1.00	1.00	1.00	1.00	1.00
Safety Division (40)									
Emergency Management and Safety Coordinator	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Total Town Manager Office	**11.63**	**11.13**	**11.13**	**12.13**	**12.13**	**11.13**	**12.13**	**11.13**	**12.50**
Town Clerk									
Town Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Clerk	-	-	-	-	-	1.00	1.00	1.00	1.00
Executive Assistant	-	-	-	-	-	-	1.00	1.00	1.00
Records Clerk	-	-	-	-	-	2.00	2.00	2.00	2.00
Records Administrator	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Assistant to the Town Clerk	-	1.00	1.00	1.00	1.00	1.00	-	-	-
Agenda & Records Clerk	1.00	-	-	-	-	-	-	-	-
Total Town Clerk	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**	**5.00**	**5.00**	**5.00**	**5.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Human Resources									
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
Sr. Human Resources Analyst	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Human Resources Analyst				1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Human Resources Director		1.00	1.00	1.00	1.00	1.00	-	-	-
Human Resources Technician	1.00	1.00	1.00						
Employee Relations Administrator	1.00	-	-	-	-	-	-	-	-
Administrative Assistant	0.50	-	-	-	-	-	-	-	-
Emergency Management and Safety Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Total Human Resources	**5.50**	**6.00**	**6.00**	**6.00**	**6.00**	**7.00**	**7.00**	**7.00**	**7.00**

Finance									
Finance Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Deputy Director					-	-	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Budget Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Payroll Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Officer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Procurement Agent	-	-	-	-	-	-	1.00	1.00	1.00
Senior Accountant	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accounting Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Accounting Clerk	1.35	1.35	1.35	1.35	1.75	1.75	1.75	1.75	0.75
Administrative Assistant	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Asset Administrator	-	-	-	-	-	-	1.00	1.00	1.00
License and Tax Specialist	-	-	-	-	-	-	-	-	1.00
Contracts Administrator	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Total Finance	**9.85**	**9.85**	**10.85**	**10.85**	**11.25**	**11.25**	**12.25**	**12.25**	**12.25**

Legal Department									
Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Assistant Town Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Town Attorney	-	-	-	-	1.00	1.00	1.00	1.00	1.00
Legal Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Legal Document Clerk		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Associate Town Attorney	1.00	1.00	1.00	1.00					
Total Legal Department	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Technology Services									
Technology Services Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Network Administrator		-	-	-	1.00	1.00	1.00	1.00	1.00
Network Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Database Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Website Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
GIS Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Technology Support Specialist II	-	-	-	-	-	-	2.00	2.00	2.00
Technology Support Specialist I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Business Process Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Technology Support Specialist	2.00	2.00	2.00	2.00	2.00	2.00	-	-	-
Total Technology Services	**13.00**	**13.00**	**13.00**	**13.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**
Office of Economic and Tourism Development									
Director of Economic and Tourism Development	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Tourism Development Manager	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Economic Development Specialist	-	-	-	-	-	-	-	1.00	1.00
Marketing and Design Associate (Tourism & Marketing)									0.50
Total Strategic Initiatives	**-**	**-**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**3.00**	**3.50**
Community Development & Neighborhood Services									
Community Development Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Grants & Housing Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Housing Rehabilitation Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Special Events Coordinator	1.00	1.00	-	-	-	-	-	-	-
Code Enforcement Division (10)									
Code Enforcement Official	-	-	-	-	-	-	1.00	1.00	1.00
Code Enforcement Officer	-	-	-	-	-	-	2.00	2.00	2.00
Animal Services Division (20)									
Animal Control Officer					-	-	-	2.00	2.00
Total Community Development	**4.00**	**4.00**	**3.00**	**3.00**	**3.00**	**3.00**	**6.00**	**8.00**	**8.00**
Development Services Administration									
Development Services Director	-	-	-	-	-	-	-	1.00	1.00
Development Services Center Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Clerk		-	-	-	1.00	1.00	1.00	1.00	-
Development Services General Manager	1.00	1.00	-	-	-	-	-	-	-
Economic Development Manager	1.00	1.00	-	-	-	-	-	-	-
Total GM - Development Services	**4.00**	**4.00**	**2.00**	**2.00**	**3.00**	**3.00**	**3.00**	**3.00**	**2.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Records Center									
Records Clerk					1.00	-	-	-	-
Document Imaging Clerk	1.50	1.50	1.50	1.50	0.50	0.50	-	-	-
Senior Permit Clerk	1.00	1.00	-	-	-	-	-	-	-
Development Coordinator	2.00	1.85	-	-	-	-	-	-	-
Permit Clerk	3.00	3.00	-	-	-	-	-	-	-
Project Coordinator	1.00	1.00	-	-	-	-	-	-	-
Total Records Center	**8.50**	**8.35**	**1.50**	**1.50**	**1.50**	**0.50**	**-**	**-**	**-**
Building Safety									
Building Safety Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-
Building Safety Manager	-	-	-	-	-	-	-	1.00	1.00
Chief Building Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Safety Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Senior Plans Examiner	1.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00
Plans Examiner	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Building Inspector II	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Building Inspector I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Permit Clerk	-	-	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Development Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Senior Permit Clerk	-	-	1.00	1.00	1.00	-	-	-	-
Plan Review Technician	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Total Building Safety	**9.00**	**9.00**	**13.00**	**13.00**	**13.00**	**12.00**	**12.00**	**12.00**	**12.00**
Planning Department									
Planning Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Principal Planner	-	-	-	-	-	-	1.00	1.00	1.00
Senior Planner	-	-	-	-	1.00	-	4.00	4.00	4.00
Planner	-	-	-	-	-	-	1.00	1.00	-
Business Process Analyst	-	-	-	-	-	-	-	-	1.00
Development Coordinator	-	-	1.85	1.85	1.85	1.85	1.00	1.00	1.00
Planner II	2.00	2.00	2.00	3.00	2.00	3.00	-	-	-
Planner I	4.00	4.00	4.00	3.00	3.00	3.00	-	-	-
Total Planning Department	**8.00**	**8.00**	**9.85**	**9.85**	**9.85**	**9.85**	**9.00**	**9.00**	**9.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Engineering									
Town Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
CIP Engineering Division Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Traffic Division Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Civil Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Environmental Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Engineering Specialist	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Engineering Aide	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Manager	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Project Coordinator - CIP	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Construction Inspector	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Right of Way Inspector	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Project Control Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Real Property Acquisition Agent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Executive Assistant	-	-	-	-	-	-	1.00	1.00	1.00
Development Engineering Division Manager	-	-	-	-	-	-	1.00	1.00	1.00
Assistant Director of Engineering	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00			
Real Property Document Clerk					-	-	-	-	1.00
Traffic Engineer	1.00	1.00	-	-	-	-	-	-	-
Total Engineering	**22.00**	**22.00**	**22.00**	**22.00**	**22.00**	**22.00**	**23.00**	**23.00**	**24.00**

Police									
Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Chief of Police	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Captain	1.00	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Lieutenant	3.00	3.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Sergeant	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00	11.00
Police Officer	58.00	63.00	65.00	65.00	67.00	67.00	69.00	69.00	71.00
Police Records Supervisor	1.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Telecommunications Supervisor	1.00	1.00	1.00	2.00	2.00	2.00	2.00	2.00	2.00
Dispatcher	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
Police Records Specialist	-	-	-	-	-	-	2.00	2.00	2.00
Police Records Clerk	6.00	5.00	5.00	5.00	6.00	6.00	4.00	4.00	4.00
Crime Scene Property & Evidence Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Crime Scene Specialist	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Executive Assistant	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Transcriptionist	-	1.00	1.00	1.00	-	-	-	-	-
Detective	5.00	-	-	-	-	-	-	-	-
Police Telecommunications Manager	1.00	-	-	-	-	-	-	-	-
Administrative Manager	1.00	-	-	-	-	-	-	-	-
Total Police Department	**106.00**	**106.00**	**109.00**	**109.00**	**111.00**	**111.00**	**113.00**	**113.00**	**115.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Courts									
Town Magistrate	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Services Operations Specialist	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Probation Monitor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Security Guard	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Court Collections Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Sr Courtroom Specialist	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Courtroom Specialist	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Court Clerk	5.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Executive Assistant	1.00	-	-	-	-	-	-	-	-
Total Courts	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**	**14.00**

Public Works Administration									
Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Traffic Operations Engineering Manager		-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Response Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assistant Public Works Director	1.00	1.00	-	-	-	-	-	-	-
Code Enforcement Division (10)									
Code Enforcement Officer	2.00	2.00	2.00	2.00	2.00	2.00	-	-	-
Fleet Division (20)									
Superintendent		-	-	-	1.00	1.00	1.00	1.00	1.00
Lead Fleet Technician	-	-	-	-	-	-	1.00	1.00	1.00
Equipment Mechanic	-	-	-	-	-	-	1.00	1.00	1.00
Fleet Technician II	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Fleet Technician I	1.00	-	-	-	-	-	-	-	1.00
Small Engine Mechanic	1.00	1.00	1.00	1.00	1.00	1.00			
Foreman					1.00	1.00			
Airport Operations Coordinator	1.00	1.00	1.00	-	-	-	-	-	-
Streets Division (30)									
Superintendent		-	-	-	1.00	1.00	1.00	1.00	1.00
TrafficTechnician III	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TrafficTechnician II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	-	-	-	-	-	-	2.00	2.00	2.00
Senior Equipment Operator							1.00	1.00	1.00
Equipment Operator	3.00	3.00	3.00	3.00	3.00	3.00	2.00	2.00	2.00
Maintenance Associate	-	-	-	-	-	-	3.00	4.00	4.00
Signs & Markings Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Maintenance Associate	-	-	-	-	-	-	6.00	6.00	7.00
Attendant	-	-	-	-	-	-	3.00	2.00	2.00
Foreman	4.00	4.00	4.00	4.00	2.00	2.00	-	-	-
Inmate Services Coordinator	4.00	4.00	4.00	4.00	4.00	4.00			
Maintenance Worker	3.00	3.00	3.00	3.00	3.00	3.00	-	-	-
Laborer	5.00	5.00	5.00	5.00	5.00	5.00	-	-	-

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Facilities Division (40)									
Superintendent	3.00	3.00	3.00	3.00	1.00	1.00	1.00	1.00	1.00
Public Works Supervisor	-	-	-	-	-	-	1.00	1.00	1.00
Facilities Technician III	-	-	-	-	-	1.00	1.00	1.00	1.00
Facilities Technician II	-	-	-	-	-	1.00	1.00	1.00	1.00
Facilities Technician I	-	-	-	-	-	1.00	1.00	1.00	1.00
Foreman	-	-	-	-	1.00	1.00			
Senior Facilities Technician	1.00	1.00	1.00	1.00	1.00	-	-	-	-
Facilities Technician	1.00	1.00	1.00	1.00	2.00	-	-	-	-
Total Public Works Department	**38.00**	**38.00**	**38.00**	**37.00**	**38.00**	**38.00**	**36.00**	**36.00**	**38.00**
Parks - Administration									
Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Assets Coordinator	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Services Clerk	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.00
Assistant Parks and Recreation Director	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-
Special Events Coordinator	-	-	1.00	-	-	-	-	-	-
Total - Parks Administration	**5.75**	**6.75**	**7.75**	**6.75**	**6.75**	**6.75**	**6.75**	**6.75**	**6.00**
Parks - Recreation (20)									
Business Services Coordinator	-	-	-	-	-	1.00	1.00	1.00	1.00
Recreation Coordinator	5.00	4.00	4.00	4.00	4.00	3.00	3.00	3.00	3.00
Recreation Programmer	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Recreation Assistant	0.75	0.75	0.75	0.75	0.75	0.75	1.00	1.00	1.00
Total Parks - Recreation	**7.75**	**6.75**	**6.75**	**6.75**	**6.75**	**6.75**	**7.00**	**7.00**	**7.00**
Parks - Maintenance (30)									
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks Maintenance Supervisor	1.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Irrigation Control Specialist		-	-	-	1.00	1.00	1.00	1.00	1.00
Senior Maintenance Associate	-	-	-	-	-	-	12.00	12.00	12.00
Attendant	-	-	-	-	-	-	10.00	10.00	10.00
Senior Maintenance Worker	9.00	9.00	10.00	10.00	11.00	11.00	-	-	-
Laborer	6.00	6.00	7.00	7.00	8.00	8.00	-	-	-
Foreman	1.00	-	-	-	-	-	-	-	-
Total Parks - Maintenance	**18.00**	**18.00**	**20.00**	**20.00**	**23.00**	**23.00**	**26.00**	**26.00**	**26.00**
Parks - Senior Programs (40)									
Recreation Programmer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Recreation Assistant	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total - Parks Senior Programs	**1.75**	**1.75**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Total Parks Department	**33.25**	**33.25**	**36.50**	**35.50**	**38.50**	**38.50**	**41.75**	**41.75**	**41.00**

PROPOSED DETAILED AUTHORIZED POSITION SCHEDULE
FISCAL YEAR 2017 - 2018 FINAL BUDGET

Water Department									
Water Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Deputy Director	-	-	-	-	-	-	1.00	1.00	1.00
Water Business Services Coordinator				1.00	1.00	1.00	1.00	1.00	1.00
Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-	-
Water Distribution Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Production Supervisor	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Resource Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Quality Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Inspector	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Electric Pump & Well Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	-
Water Mechanic	-	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Operator III					-	-	-	-	1.00
Water Operator II	5.00	5.00	5.00	5.00	6.00	6.00	6.00	6.00	7.00
Water Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Civil Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Billing Specialist	2.10	3.00	3.00	3.00	3.00	2.00	2.00	2.00	2.00
Water Technology Coordinator	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	-	-	-	-	-	1.00	1.00	1.00	1.00
Assistant Director of Utilities					1.00	1.00	-	-	-
Water Operations Manager	1.00	1.00	1.00	1.00	-	-	-	1.00	1.00
Utilities Services Supervisor	1.00	1.00	1.00	-	-	-	-	-	-
Utilities Customer Service Clerk	1.00	-	-	-	-	-	-	-	-
Total Water Department	**19.10**	**19.00**	**22.00**	**22.00**	**23.00**	**23.00**	**23.00**	**23.00**	**24.00**
Waste Water Department									
Water Reclamation Operations Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Chief Water Reclamation Operator				1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Operator II	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00
Water Reclamation Operator I	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Water Reclamation Supervisor	-	1.00	1.00						
Principal Wastewater Plant Operator	1.00	-	-	-	-	-	-	-	-
Total Waste Water Department	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**4.00**	**5.00**
Airport Operations									
Airport Director					1.00	1.00	1.00	1.00	1.00
Airport Operations Coordinator		-	-	1.00	1.00	1.00	1.00	1.00	1.00
Maintenance Associate	-	-	-	-	-	-	1.00	1.00	1.00
Airport Maintenance Worker	-	-	-	-	1.00	1.00	-	-	-
Airport Manager	1.00	1.00	1.00	1.00	-	-	-	-	-
	-	-	-	-	-	-	-	-	-
Total Airport Operations	**1.00**	**1.00**	**1.00**	**2.00**	**3.00**	**3.00**	**3.00**	**3.00**	**3.00**
TOTAL TOWN AUTHORIZED POSITIONS	**319.33**	**319.08**	**328.33**	**328.33**	**338.73**	**338.73**	**346.63**	**348.63**	**355.75**

MARANA AZ

Human Resources

Salary Schedules Fiscal Year 2017-2018

Classified Positions

Exempt Positions					
Job Code	**Job Title**	**FLSA** Status**	**Minimum**	**Midpoint**	**Maximum**
GRADE 108			$44,159.78	$55,199.46	$66,240.19 Annual
208	Human Resources Analyst	Exempt			
476	Recreation Coordinator	Exempt			
210	Senior Accountant	Exempt			
440	Special Events Coordinator	Exempt			
713	Airport Operations Supervisor	Exempt			
212	Budget Analyst	Exempt			
198	Communications Specialist	Exempt			
439	Executive Assistant to the Town Manager	Exempt			
252	Geographic Information Systems (GIS) Analyst	Exempt			
276	Management Assistant	Exempt			
752	Parks Maintenance Supervisor	Exempt			
712	Public Works Supervisor	Exempt			
322	Real Property Acquisition Agent	Exempt			
246	Senior Planner	Exempt			
722	Water Distribution Supervisor	Exempt			
723	Water Production Supervisor	Exempt			
GRADE 110			$52,948.04	$66,185.05	$79,422.06 Annual
655	Assets Systems Administrator	Exempt			
473	Business Services Coordinator	Exempt			
719	Chief Water Reclamation Operator	Exempt			
330	Database Administrator	Exempt			

**Fair Labor Standards Act*
Effective June 24, 2017

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
202	Economic Development Specialist	Exempt			
341	Network Administrator	Exempt			
211	Procurement Officer	Exempt			
236	Project Control Specialist	Exempt			
325	Safety & Emergency Management Coordinator	Exempt			
206	Senior Human Resources Analyst	Exempt			
268	Technology Analyst	Exempt			
468	Water Technology Coordinator	Exempt			
GRADE 111			$58,772.20	$73,464.72	$88,158.29 Annual
176	Chief Building Inspector	Exempt			
523	Code Enforcement Official	Exempt			
814	Crime Scene Property & Evidence Supervisor	Exempt			
400	Deputy Town Clerk	Exempt			
163	Environmental Project Manager	Exempt			
258	Senior GIS Analyst	Exempt			
340	Senior Network Administrator	Exempt			
502	Superintendent	Exempt			
201	Tourism & Marketing Manager	Exempt			
483	Water Business Services Coordinator	Exempt			
481	Water Resources Coordinator	Exempt			
321	Website Administrator	Exempt			
GRADE 112			$65,825.07	$82,281.07	$98,737.08 Annual
261	Assistant Town Attorney	Exempt			
171	Building Safety Manager	Exempt			
230	Civil Engineer	Exempt			
238	Construction Manager	Exempt			
244	Principal Planner	Exempt			
161	Project Manager	Exempt			
240	Technology Manager	Exempt			
159	Water Operations Manager	Exempt			
153	Water Reclamation Operations Manager	Exempt			

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
GRADE 113			$74,382.36	$92,977.43	$111,572.50 Annual
151	CIP Engineering Division Manager	Exempt			
170	Court Administrator	Exempt			
147	Development Engineering Division Manager	Exempt			
174	Traffic Division Manager	Exempt			
265	Traffic Operations Engineering Manager	Exempt			
GRADE 114			$84,051.84	$105,064.79	$126,077.75 Annual
157	Engineering Deputy Director	Exempt			
149	Finance Deputy Director	Exempt			
250	Human Resources Deputy Director	Exempt			
155	Parks & Recreation Deputy Director	Exempt			
262	Senior Assistant Town Attorney	Exempt			
148	Water Deputy Director	Exempt			
GRADE 115			$94,978.12	$118,723.17	$142,467.17 Annual
154	Deputy Town Attorney	Exempt			

Non-Exempt Positions					
Job Code	**Job Title**	**FLSA** Status**	**Minimum**	**Midpoint**	**Maximum**
GRADE 205			$24,734.84	$30,299.62	$35,865.96 Annual
			$11.8917	$14.5671	$17.2432 Hourly
422	Office Support Assistant	Non-exempt			
822	Recreation Assistant	Non-exempt			
GRADE 206			$26,465.92	$32,420.96	$38,376.52 Annual
			$12.7240	$15.5870	$18.4502 Hourly
700	Attendant	Non-exempt			
GRADE 207			$28,318.68	$34,690.24	$41,062.58 Annual
			$13.6148	$16.6780	$19.7416 Hourly
417	Accounting Clerk	Non-exempt			
436	Customer Service Clerk	Non-exempt			
GRADE 208			$30,300.66	$37,118.64	$43,936.36 Annual
			$14.5676	$17.8455	$21.1233 Hourly
406	Administrative Assistant	Non-exempt			
456	Court Clerk	Non-exempt			

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
680	Customer Service Representative	Non-exempt			
421	Engineering Document Clerk	Non-exempt			
425	Legal Document Clerk	Non-exempt			
600	Maintenance Associate	Non-exempt			
845	Marketing and Design Associate	Non-exempt			
825	Parks and Recreation Services Clerk	Non-exempt			
430	Permit Clerk	Non-exempt			
444	Police Records Clerk	Non-exempt			
423	Records Clerk	Non-exempt			
GRADE 209			$32,422.00	$39,717.34	$47,012.68 Annual
			$15.5875	$19.0949	$22.6023 Hourly
812	Court Guard	Non-exempt			
748	Facilities Technician I	Non-exempt			
419	License and Tax Specialist	Non-exempt			
418	Senior Accounting Clerk	Non-exempt			
442	Water Billing Specialist	Non-exempt			
GRADE 210			$34,691.80	$42,497.26	$50,303.24 Annual
			$16.6788	$20.4314	$24.1843 Hourly
660	Assets Coordinator	Non-exempt			
450	Court Collections Specialist	Non-exempt			
620	Courtroom Specialist	Non-exempt			
434	Development Coordinator	Non-exempt			
336	Engineering Aide	Non-exempt			
749	Facilities Technician II	Non-exempt			
614	Fleet Technician I	Non-exempt			
458	Project Coordinator	Non-exempt			
547	Project Coordinator-CIP	Non-exempt			
604	Senior Maintenance Associate	Non-exempt			
GRADE 211			$37,120.46	$45,471.92	$53,823.90 Annual
			$17.8464	$21.8615	$25.8769 Hourly
453	Court Operations Specialist	Non-exempt			
242	Court Probation Monitor	Non-exempt			
810	Crime Scene Specialist	Non-exempt			
448	Dispatcher	Non-exempt			
741	Equipment Operator	Non-exempt			
438	Executive Assistant	Non-exempt			

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
508	Fleet Technician II	Non-exempt			
744	Irrigation Control Technician	Non-exempt			
445	Police Records Specialist	Non-exempt			
466	Recreation Programmer	Non-exempt			
621	Senior Courtroom Specialist	Non-exempt			
GRADE 212			$40,089.66	$49,110.10	$58,130.28 Annual
			$19.2739	$23.6106	$27.9473 Hourly
209	Accountant	Non-exempt			
616	Equipment Mechanic	Non-exempt			
426	Legal Assistant	Non-exempt			
743	Senior Equipment Operator	Non-exempt			
309	Technology Support Specialist I	Non-exempt			
736	Water Operator I	Non-exempt			
GRADE 213			$43,297.54	$53,038.70	$62,780.90 Annual
			$20.8161	$25.4994	$30.1831 Hourly
518	Building Inspector I	Non-exempt			
315	Business Process Analyst	Non-exempt			
522	Code Enforcement Officer I	Non-exempt			
461	Community Development Coordinator	Non-exempt			
525	Construction Inspector	Non-exempt			
248	Crime Analyst	Non-exempt			
510	Lead Fleet Technician	Non-exempt			
520	Planner	Non-exempt			
302	Plans Examiner	Non-exempt			
526	Right of Way Inspector	Non-exempt			
632	Senior Executive Assistant	Non-exempt			
372	Traffic Technician II	Non-exempt			
532	Water Quality Technician	Non-exempt			
728	Water Reclamation Facility Mechanic	Non-exempt			
730	Water Reclamation Operator I	Non-exempt			
737	Water Operator II	Non-exempt			
GRADE 214			$47,193.64	$57,812.04	$68,431.22 Annual
			$22.6893	$27.7943	$32.8996 Hourly
516	Building Inspector II	Non-exempt			
521	Code Enforcement Officer II	Non-exempt			
540	Community Response Manager	Non-exempt			

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
560	Engineering Specialist	Non-exempt			
514	Housing Rehabilitation Specialist	Non-exempt			
214	Payroll Administrator	Non-exempt			
470	Police Records Supervisor	Non-exempt			
464	Police Telecommunications Supervisor	Non-exempt			
215	Procurement Agent	Non-exempt			
313	Technology Support Specialist II	Non-exempt			
738	Water Operator III	Non-exempt			
731	Water Reclamation Operator II	Non-exempt			
GRADE 215			$51,913.16	$63,593.40	$75,274.16 Annual
			$24.9582	$30.5738	$36.1895 Hourly
519	Building Safety Coordinator	Non-exempt			
452	Court Supervisor	Non-exempt			
300	Senior Plans Examiner	Non-exempt			
373	Traffic Technician III	Non-exempt			

Additional Pay (Applies only to Non Exempt Positions)			
	Shift Differential Pay	$0.90 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
	On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*

**Fair Labor Standards Act*

Classified Sworn Positions

Non-Exempt Positions						
Job Code	**Grade**	**Job Title**	**FLSA** Status**			
807	POR	*Police Recruit	Non-Exempt	Flat Rate		
			Annual	$43,334.72		
			Hourly	$20.8340		
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	$48,149.66	$57,950.46	$67,751.22
			Hourly	$23.1489	$27.8608	$32.5727
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	$69,541.42	$77,034.36	$84,527.30
Exempt Positions						
800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	$82,769.02	$96,843.55	$110,918.08
			Annual	$91,045.40	$109,578.05	$128,110.69

Police Officer Special Assignments Pays

10% added to base pay	Detective	
7.5% added to base pay	Lead Detective	
5% added to base pay	Investigator	
5% added to base pay	Lead Police Officer	
5% added to base pay	Auto Theft Task Force	
5% added to base pay	Counter Narcotics Alliance	
5% added to base pay	DART	
5% added to base pay	DEA Task Force	
5% added to base pay	EOD (Explosives)	
5% added to base pay	K9	
5% added to base pay	Motorcycles	
5% added to base pay	School Resource Officer (SRO)	
5% added to base pay	SWAT	
5% added to base pay	Volunteer Coordinator	
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer	
31	Approved Assignments	

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)			
Shift Differential	$0.90 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.00 per hour	*Pay for employees who stand ready to work during non-work hours as assigned.*

**Fair Labor Standards Act*

Unclassified Positions

Exempt Positions

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
Grade A			$65,825.07	$82,281.07	$98,737.08 Annual
141	Communications Manager	Exempt			
260	Assistant to the Town Manager	Exempt			
Grade D			$94,978.12	$118,723.17	$142,467.17 Annual
182	Deputy Chief of Police	Exempt			
Town Officers Grade I			$91,382.49	$116,513.36	$141,643.18 Annual
144	Airport Director	Exempt			
114	Community Development Director	Exempt			
115	Director of Economic Development and Tourism	Exempt			
134	Technology Services Director	Exempt			
127	Development Services Director	Exempt			
116	Human Resources Director	Exempt			
136	Parks and Recreation Director	Exempt			
180	Public Works Director	Exempt			
106	Town Clerk	Exempt			
146	Water Director	Exempt			
Town Officers Grade II			$109,175.41	$139,198.24	$169,221.06 Annual
112	Assistant Town Manager	Exempt			
110	Deputy Town Manager	Exempt			
118	Finance Director	Exempt			
138	Police Chief	Exempt			
120	Town Attorney	Exempt			
132	Town Engineer	Exempt			

***Fair Labor Standards Act*

Temporary Positions

Job Code	Job Title	FLSA* Status	Minimum	Maximum	
480	Intern	Non-exempt	$10.00	$13.50	
169	Judge Pro Tempore	Exempt	$150.00 (half day session)	$300.00 (full day session)	Flat Rate
			*if less than half day session rate is $50 per hour		
826	Lifeguard	Non-exempt		$10.20	Flat Rate Hourly
828	Lifeguard WSI	Non-exempt	$10.71	$16.57	Hourly
271	Management Intern	Non-exempt		$13.50	Flat Rate Hourly
824	Recreation Aide	Non-exempt		$10.20	Flat Rate Hourly

Additional Pay (Applies only to Non-Exempt position)

On-Call/ Stand-by	$1.00 per hour	*Pay for employees who stand ready to work as assigned during non-work hours when assigned.*

Town of Marana
Fiscal Year 2018 Team Performance Pay Adjustment

The Fiscal Year 2018 budget includes a team performance pay adjustment. Team performance pay is based on performance and behavior that is aligned with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork and engaged innovation). This adjustment takes into consideration the Town's pay philosophy to maintain a competitive position in the market and to recognize and reward employees who push the organization toward excellence.

The Fiscal Year 2018 budget contains funding to grant eligible employees a team performance pay adjustment of up to 3% of base salary or, for those at the top of their pay range, a lump sum payment of up to 3% of base salary for those who exemplify our cultural values. This action will contribute towards accomplishing the Town's strategic goal for attracting and retaining quality professional staff who exemplify the commitment to service.

Eligibility

1. Regular full- and part-time classified, sworn, and unclassified employees hired on or before July 1, 2016 and not at the top of their pay range are eligible to receive the team performance pay adjustment if not otherwise disqualified by the criteria set forth below.
2. Regular full- and part-time classified, sworn, and unclassified employees hired on or after July 2, 2016, but before January 1, 2017, and not at the top of their pay range are eligible to receive a pro-rated team performance pay adjustment if not otherwise disqualified by the criteria set forth below.
3. Regular full- and part-time classified, sworn, and unclassified employees who are at the top of their pay range are eligible to receive a lump sum payment for team performance if not otherwise disqualified by the criteria set forth below.
4. Regular full- and part-time classified, sworn, and unclassified employees who have received 1 corrective action memo, written reprimand, or Work Improvement Plan (WIP) during Fiscal Year 2017 are eligible to receive 2% less in team performance pay, or lump sum payment than they would have received otherwise based on the criteria herein.
5. Employees hired on or after January 1, 2017 are not eligible to receive this team performance pay adjustment.
6. Employees who have been on any leave status for more than 6 months, suspended, involuntarily demoted, or have received more than 1 corrective action memo or written reprimand are not eligible to receive this team performance pay adjustment. Also employees receiving a combination of a Work Improvement Plan (WIP) and a corrective action memo or written reprimand during Fiscal Year 2017 are not eligible to receive this team performance pay adjustment. However, a department head has the option to seek approval from the Town Manager for a 6 month delayed pay adjustment regarding the withheld adjustment if no further written reprimands or actions identified in this section are issued to the employee during that 6 month period.

7. Employees (i.e. Lifeguards, Sports Officials, Interns, etc.) paid from the salary schedule for temporary positions, term-limited temporary (TLT), and short-term temporary (STT) employees are not eligible to receive this team performance pay adjustment.
8. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.

Implementation

1. No adjustment to base pay shall cause an employee's salary to exceed the maximum of the grade for the employee's position.
2. Calculation of the increase will be based on an employee's regular base pay rate, exclusive of other types of compensation (i.e. special assignment pay, overtime pay, shift differential, etc.)

Pay Administration

1. Eligible employees will receive the increase or lump sum payment with the paycheck beginning September 8, 2017.
2. Compensation will be paid in accordance with the Town's bi-weekly regular payroll cycle.
3. Compensation will be subject to normal payroll taxes and other regular payroll deductions.
4. Compensation will be subject to pension contributions as provided by state law.
5. Federal and State withholding will be calculated based on the current exemptions on file.

TOWN OF MARANA PROPOSED 5 YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	GRAND TOTAL
Adonis Road Extension	364,909	2,000,000				2,364,909
Aerie Drive Pavement Restoration	23,223	950,000				973,223
Airport Drainage Study			150,000			150,000
Airport Master Plan Update	94,010					94,010
Airport Mirl, Beacon, Papi Replace	50,000	524,918				574,918
Airport Perimeter Fence and Gates		200,000				200,000
Airport Safety Lighting & Signage	227,712					227,712
Airport State Land Purchase, Phase 1				350,000		350,000
Airport Taxiway A Reconstruction			250,000	2,866,849		3,116,849
Airport Taxiway Mitl Lights Upgrade			600,447			600,447
Airport West Apron Reconstruction				2,300,000		2,300,000
Avra Valley Rd Pavement Reconstruct	307,800	1,810,943				2,118,743
Camino Martin/Jeremy Place Restor	8,843					8,843
CAP Allocation (05-25)	55,685					55,685
CAP Canal Trailhead Improvements	93,958					93,958
CAP Subcontract - NIA Reallocation	266,000	133,000	133,000	133,000		665,000
Cmo De Oeste, Thornydale, Widening		105,000	2,000,000			2,105,000
Coachline Blvd, Reconstruction	2,998,797					2,998,797
Constructed Recharge for Effluent	2,105,210					2,105,210
Continental Res Boster Station Upgd	533					533
Continental Reserve 24-Inch Tie-In	200,000					200,000
Cracker Barrel Road Restoration	731,755					731,755
El Rio Open Space Area Master Plan	367,235					367,235
Gladden Farms Rd, Restoration			300,000			300,000
Honea Heights Pocket Park	350,000					350,000
Ina Rd Bridge	7,358,481	200,000				7,558,481
Ina Rd Pavement Reconstruction	73,687	3,083,652				3,157,339
Marana Park Reservoir		50,000	1,188,000			1,238,000
Marana Park Well		540,000				540,000
Marana Public Safety Facility	20,887,626					20,887,626
Marana Road Realignment	3,025,448					3,025,448
Marana Water Reclaim 1MGD Expansion	24,083,437					24,083,437
Master Drainage Study, NW Marana	230,000					230,000

TOWN OF MARANA PROPOSED 5 YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT NAME	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	GRAND TOTAL
North Marana Soccer Field			250,000	2,500,600		2,750,600
Ora Mae Harn Park Ball Field Imprv	647,737					647,737
Ora Mae Harn Park Parking Reconstrc	85,590					85,590
Ora Mae Harn Park Pool Renovation		280,000	3,010,000			3,290,000
Picture Rocks Interconnect	1,296,945					1,296,945
Rehab Transit, TD, Heli, Termnl Apr	6,875,232					6,875,232
Runay 3-21 and Taxiway B Extension					400,000	400,000
Rwy 3-21 Twy B2, Hangar 6, Modify			435,000	3,300,000		3,735,000
Sanders Rd 24-Inch Water Line				2,060,000		2,060,000
Santa Cruz Shared III (2009 - 16)	1,542,873					1,542,873
Santa Cruz Sup at Cal Portland	90,000				634,000	724,000
Santa Cruz Sup El Rio to Avra Val	444,167					444,167
SCADA and Integrated Telemetry	1,742,669	671,000	911,000	689,000	474,000	4,487,669
Sewer Conveyance System Rehab	275,000					275,000
Silverbell Rd Sidewalk, TP to Coach		20,000	290,000			310,000
Silverbell Rd, Ina Rd to Sunset Rd				900,000	900,000	1,800,000
Splash Pad, Crossroads-Silverbell	890,000	75,000				965,000
Tangerine Corridor Community Park	2,898,790					2,898,790
Tangerine Rd Corridor, I10 to Town	38,707,190	216,348				38,923,538
Tangerine Rd Widening, I10-Dove Mt	132,749			1,000,000	1,500,000	2,632,749
Tangerine W, X-Zone Booster and PRV	50,000	50,000	900,000			1,000,000
Tangerine X-Zone 16" Water Main	50,952					50,952
Tangerine X-Zone Resrvr/Boost Upgrd	12,201					12,201
Tangerine/Downtwn Sewer Convey Sys	1,391,989					1,391,989
Twin Peaks Well	280,817					280,817
Twin Peaks Well Water Reservior	1,753					1,753
W+Zone I10 16", San Lucas Intrcnnct	394,300					394,300
GRAND TOTAL	**121,714,164**	**10,909,861**	**10,417,447**	**16,099,449**	**3,908,000**	**163,048,921**

Council-Regular Meeting **A2**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-062: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 1 - General Employment Rights and Responsibilities, Chapter 2 - Employment Process, Chapter 3 - Classification and Compensation, Chapter 4 - Employment Benefits and Leaves, Chapter 5 - Work Rules and Employee Discipline, and Chapter 7 - Safety and Health (Curry C. Hale)

Discussion:

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

The proposed revisions to Chapter 1 (General Employment Rights and Responsibilities) adds language to the Equal Employment Opportunity and Anti-Harassment Policies expanding these policies to all employees and applicants for employment without regard to sexual identity and gender identity or expression. To ensure that all veterans are covered by these policies, language limiting the protection to only Vietnam era or special disabled veterans is deleted. Language is added prohibiting passengers in Town-owned vehicles. The revisions delete policies addressing investigation by an outside agency and restricting children in the workplace.

Additionally, Policy 1-2 is changed from a Code of Conduct to a Code of Ethics. The Code of Ethics defines a foundation of behavior for all employees of the Town to follow. The Code of Ethics incorporates the Town's cultural values of dedicated service, respect, teamwork, and engaged innovation.

The proposed revisions to Chapter 2 (Employment Process) add language that deception and/or fraud on a job application may make a job applicant ineligible for hire in the future. Additionally, language is added that applicants for positions requiring a commercial

driver's license will normally be required to submit to a pre-employment drug test. Language related to medical examinations for current employees and physical and mental fitness of sworn personnel is deleted.

The proposed revisions to Chapter 3 (Classification and Compensation) delete the language that the Town Manager can only authorize payment of interview expenses for unclassified positions, thereby allowing the Town Manager the option of authorizing payment for classified positions.. Language is added specifying which employees are eligible for severance benefits.

The proposed revisions to Chapter 4 (Employment Benefits and Leaves) delete the language that provides an Employee Assistance Program (EAP) to short-term temporary employees and add language regarding circumstances when an employee may be encouraged or required to participate in the EAP.

The proposed revisions to Chapter 5 (Work Rules and Employee Discipline) expand the grounds for disciplinary action to include dishonesty in an investigation and recording conversations or other activities in the workplace without authorization or consent.

The proposed revisions to Chapter 7 (Safety and Health) add Policy 7-2 Fitness for Duty Examinations. This new policy allows the Town to require an employee to submit to an examination to establish the employee's psychological or physical fitness for duty.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2017-062 adopting amendments to chapters 1, 2, 3, 4, 5, and 7 of the Town's Personnel Policies and Procedures.

Suggested Motion:

I move to adopt Resolution No. 2017-062, adopting revisions to Chapter 1 - General Employment Rights and Responsibilities, Chapter 2 - Employment Process, Chapter 3 - Classification and Compensation, Chapter 4 - Employment Benefits and Leaves, Chapter 5 - Work Rules and Employee Discipline; and Chapter 7 - Safety and Health of the Town's Personnel Policies and Procedures.

Attachments

Resolution No. 2017-062
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F

MARANA RESOLUTION NO. 2017-062

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 1 - GENERAL EMPLOYMENT RIGHTS AND RESPONSIBILITIES; CHAPTER 2 - EMPLOYMENT PROCESS; CHAPTER 3 - CLASSIFICATION AND COMPENSATION; CHAPTER 4 - EMPLOYMENT BENEFITS AND LEAVES; CHAPTER 5 - WORK RULES AND EMPLOYEE DISCIPLINE; AND CHAPTER 7 – SAFETY AND HEALTH

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

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

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

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

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

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

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

SECTION 4. Chapter 4 of the Town's Personnel Policies and Procedures, entitled "Employment Benefits and Leaves" is hereby amended as set forth in Exhibit D attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 5. Chapter 5 of the Town's Personnel Policies and Procedures, entitled "Work Rules and Employee Discipline" is hereby amended as set forth in Exhibit E attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 6. Chapter 7 of the Town's Personnel Policies and Procedures, entitled "Safety and Health" is hereby amended by adding new Policy 7-2 "Fitness for Duty Examinations" as set forth in Exhibit F attached to this resolution

SECTION 7. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

SECTION 8. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

SECTION 9. The amendments to the Town's Personnel Policies and Procedures approved and adopted by this resolution shall become effective on June 24, 2017.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

CHAPTER 1

GENERAL EMPLOYMENT RIGHTS AND RESPONSIBILITIES

POLICY 1-1 EQUAL EMPLOYMENT OPPORTUNITY

The Town of Marana provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, or status as a ~~Vietnam era or special disabled~~ veteran in accordance with applicable federal laws.

Section 1-1-1 Non-Discrimination

A. The Town complies with applicable state laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

~~A~~B. ~~Reasonable Accommodation~~

The Town also provides equal treatment for disabled employees who can perform with accommodation the essential tasks of the position that are bona fide occupational qualifications of the position when such accommodations do not impose an undue hardship on the Town.

~~B. Affirmative Action~~

~~To further the principle of equal employment opportunity for all, the Town has implemented an affirmative action program for minorities and women, individuals with disabilities and Vietnam era and special disabled veterans.~~

[No revisions to section 1-1-2]

Section 1-1-3 Equal Employment Opportunity Program

The Equal Opportunity Officer shall undertake the following actions to ensure equal employment opportunities in the Town:

A. Periodically review all position qualifications and descriptions to ensure requirements are relevant to the tasks to be performed and make recommendations as needed to delete requirements not reasonably related to the tasks to be performed.

B. Ensure that pay and benefits depend upon position responsibility and, along with overtime work, are administered on a non-discriminatory basis.

C. Inform and provide guidance to staff and management personnel who make hiring decisions so that all applications for selections, promotion and termination, including

those of minorities and women, are considered without discrimination and all applicants be given equal opportunity regardless of race, color, national origin, sex, age, disability, sexual orientation, gender identity or expression, or status as a ~~Vietnam era or special disabled~~ veteran in accordance with applicable federal law.

D. Create a pool of qualified candidates to encourage diversity and ensure equal employment opportunity in hiring. The following recruitment practices will be followed under the Equal Employment Opportunity officer's direction:

1. Positions selected for an external competitive recruitment process will be open for a minimum of five working days.

2. Positions selected for an external competitive recruitment process shall be advertised to the broadest audience available and appropriate for the position.

~~E. Provide orientation for new employees that specifically emphasizes how the Town assures equal opportunity and encourages all employees to avail themselves of equal employment services.~~

~~F~~E. Distribute the Equal Employment Opportunity Policy to employees, contractors and suppliers.

~~G~~F. Include an equal employment opportunity phrase on applications and job announcements.

[No revisions to section 1-1-4]

Section 1-1-5 Anti-Harassment Policy

The Town of Marana strictly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, status as a ~~Vietnam era or special disabled~~ veteran or status in any group protected by federal, state or local law. Improper interference with the ability of the Town's employees to perform their expected job duties will not be tolerated. Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

With respect to sexual harassment, the Town prohibits the following:

A. Unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct of a sexual or other offensive nature, especially where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

2. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
3. Such conduct has the purpose or effect of creating an intimidating, hostile or offensive work environment.

B. Offensive comments, jokes, innuendoes, and other sexually oriented statements. Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

1. Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body;
2. Sexually suggestive touching;
3. Grabbing, groping, kissing, fondling;
4. Violating someone's "personal space";
5. Lewd, off-color, sexually oriented comments or jokes;
6. Foul or obscene language;
7. Leering, staring or stalking;
8. Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons;
9. Sexually oriented or explicit remarks;
10. Questions about one's sex life or experience;
11. Repeated requests for dates.

[No revisions to sections 1-1-6 through 1-1-7]

Section 1-1-8 Investigation

A. The goal will be to investigate any such complaint promptly and thoroughly.

B. If the Town determines ~~than~~ that an employee has harassed another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

[No revisions to sections 1-1-9 through 1-1-13]

POLICY 1-2 CODE OF ~~CONDUCT~~ ETHICS

~~As employees of the Town of Marana, we must manage our personal and business affairs so as to avoid situations that might lead to conflict, or the appearance of conflict, between self-interest~~

~~and our duty to the Town, to the persons served by the Town and to the general public.~~ The Town of Marana code of ethics defines a foundation of behavior for all employees of the Town to follow. Employees of the Town of Marana hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in exercise and performance of their official powers and duties. The Town recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

The code of ethics is supported by the Town's four core values that form the ethical foundation for the Town of Marana: Dedicated Service, Respect, Teamwork, and Engaged Innovation.

I. **Dedicated Service:** We are dedicated to service and excellence. Our primary purpose is to serve Marana residents, businesses, and visitors and provide, with the resources available, a quality well-managed community.

II. **Respect:** We treat everyone in our community (both employees and citizens) like family. We value diversity of thought and experience by every member of the Town organization.

III. **Teamwork**: We trust and value each other. We share, collaborate, and partner as professionals to enhance the quality of work produced for Marana residents, businesses, and visitors.

IV. **Engaged Innovation**: We do what it takes to make the Town of Marana better. We strive to continuously learn, explore, and seek ways to better serve Marana residents, businesses, and visitors.

~~Common sense and good judgment will dictate the proper course of action in most situations. However, if there is a question of even a slight conflict with our Code of Conduct, others will tend to exaggerate it. The best policy is to resolve such questions by addressing them at the outset so they will not become embarrassing problems later. Such matters can easily be addressed by discussing them with the Department Head or Human Resources Director. Handling these matters in this manner should avoid any occasion for disciplinary action. However, a~~ Any violation of this ~~C~~code of ~~Conduct~~ ethics may result in disciplinary action up to and including dismissal as provided by Chapter 5, Work Rules and Employee Discipline, of these Personnel Policies and Procedures. ~~Depending upon the severity of the violation, such disciplinary action could include any one or a combination of the following: oral warning, written reprimand, probation, suspension or discharge. Situations may arise that have not been directly addressed in this Code of Conduct. The final resolution of such situations rests with the Town Manager.~~

Section 1-2-1 Performance Of Duties

A. Employees should perform official duties diligently, conscientiously and to the best of their ability, remembering that they are public servants.

B. Employees should always perform their duties with courtesy and respect for the public and for co-workers and without bias or prejudice, manifested by words or conduct, based upon age, race, religion, national origin, gender, sexual orientation, gender identity or expression, veteran status, disability or political affiliation.

C. With support from the Town, employees should seek to maintain and improve their personal and professional growth and development and that of their co-workers through cooperation and participation in training and educational programs relevant to their duties and through any licensing or certification required for their position.

D. Employees should perform their duties impartially in a manner consistent with law and the public interest, unswayed by kinship, position, partisan interests, public pressure or fear of criticism or reprisal.

E. Employees should bring to the attention of their supervisor any information that, by its nature or inference, could disclose or cause to be addressed any condition or situation that is detrimental to the image of the Town of Marana or that they regard as a threat of liability, a threat to safety or a breach of law. The Town will not retaliate against any employee who makes such a disclosure in good faith. Resolution shall be pursued in accordance with the provisions of applicable local, state and federal law.

[No revisions to Section 1-2-2]

Section 1-2-3 Conflict of Interest

All employees must manage their personal and business affairs so as to avoid situations that might lead to conflict, or the appearance of conflict, between self-interest and our duty to the Town, to the persons served by the Town and to the general public. Every employee has an obligation to diligently identify, disclose, avoid and/or manage conflicts of interest. Potential conflict of interest exists when an employee or an employee's immediate family may be directly or indirectly financially impacted, whether favorably or detrimentally, by a decision made by the Town of Marana in which the employee participates. Even if no abuse of position actually occurs, a conflict of interest or its appearance can seriously undermine the public's confidence and trust in the Town's governmental system.

A. Outside Contracts. Employees and their immediate family members should not enter into any contract with any component of the Town government for financial gain apart from an employment appointment without full disclosure and satisfactory management

of any potential conflict of interest in accordance with policies established by the Town of Marana.

B. Nepotism. Employees should not be involved in the decision to hire or in the supervision of any member of their immediate family.

1. Immediate family or employees who reside in the same household will be allowed to work in the same department, and neither will be required to transfer or terminate employment, as long as neither is in a position that requires supervising the other.

2. If a supervisory responsibility is involved, then the affected employees will determine which of them will transfer or resign in order to ensure compliance with this policy. The Town will assist in exploring transfer opportunities to like or similar positions for either employee.

3. If no transfer opportunity exists after 90 days, one of the employees will be required to resign employment with the Town.

4. For purposes of this policy, immediate family and relative is defined as husband, wife, daughter (in-law), son (in-law), mother (in-law), father (in-law), brother (in-law), sister (in-law), parents (in-law), step children, step parents (in-law), grandparent or grandchild of an employee or other legal dependent of an employee or the employee's relatives.

C. Business with Private Party or Vendor. Employees should not participate in decisions regarding conduct of Town business with any private party or vendor by whom the employee or an immediate family member is employed or is actively seeking employment.

D. Acceptance of Gifts, Gratuities, Hospitality. Employees should not accept gifts, loans, gratuities, discounts, favors, hospitality, services or other compensation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the employee in the performance of duties. Examples of acceptable courtesies include a meal or social event; floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays, promotions; or a sample or promotional gift of nominal value ($25 or less).

[No revisions to sections 1-2-4 through 1-2-7]

Section 1-2-8 Use of Public Property

A. No employee of the Town shall request, use or permit the use of Town-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Use of such

Town property is to be restricted to such services as are available to the Town generally and for the conduct of official Town business.

B. Authorized personal uses include taking a Town vehicle to lunch when going to and from meetings on workdays as needed, use of a Town copy machine at cost, stopping to run personal errands when in a Town vehicle when the destination point is in conjunction with official or authorized business, and other nominal personal uses as permitted by the Town Manager on a case-by-case basis.

C. Employees shall not have passengers in Town-owned vehicles unless the passenger is present for official Town business or there is an emergency.

~~**Section 1-2-9 Investigation by Outside Agency**~~

~~Complaints or allegations that may be criminal in nature may be referred to an appropriate outside agency for investigation.~~

~~**Section 1-2-10 Restriction on Children and Non-Employees in the Workplace**~~

~~A. So long as a professional ambiance is maintained and the productivity and safety of the employee, nearby co-workers, the visitor or the public is not compromised, a child or non-employee of the Town is permitted to accompany or visit an employee in the workplace only in the following circumstances:~~

~~1. Friend or family member visits totaling fifteen minutes or less per pay period.~~

~~2. An unexpected emergency when a minor child or legal ward of an employee has no other available reasonably safe alternative than to stay with the employee, provided that the child shall in any event remain in the workplace for not more than four hours.~~

~~3. Occasional Town-sanctioned activities, such as bring your child to work day.~~

~~B. An employee shall not permit children and non-employees to use Town computers and other equipment.~~

MARANA AZ

CHAPTER 2

EMPLOYMENT PROCESS

[NO REVISIONS TO POLICY 2-1 RECRUITMENT]

POLICY 2-2 EMPLOYMENT APPLICATION

[No revisions to Section 2-2-1]

Section 2-2-2 Rejection of Application

The Town may reject any application that indicates that the applicant does not possess the minimum qualifications required for the position, has made any misstatement of any material fact or has practiced any deception or fraud in his/her application. Applicants who practice any deception or fraud may be ineligible for hire in the future.

POLICY 2-3 EXAMINATION

Selection techniques used by the Town are impartial, practical and job-related and are designed to determine the candidate's knowledge, skills and abilities for the position. The examinations used may include but are not limited to oral, written, performance, in-basket exercise or assessment center, physical/mental fitness and training/experience evaluations. In addition, evaluation of past work performance, work samples, personal interviews, and background investigations may be used in the selection process.

Section 2-3-1 Physical and Mental Fitness

A. All applicants for Town employment shall be of sufficient mental and physical fitness to be able to perform the essential functions of the positions for which they have applied. The physical and mental fitness of individuals entering Town employment may be evaluated by physicians or employee assistance professionals approved by the Town. ~~Current employees may be subject to medical examinations or inquiries when they are job-related and consistent with business necessity~~.

B. Reasonable accommodation for a qualified individual with a disability shall be provided unless provision of such an accommodation would impose an undue hardship upon the Town. The physical and mental qualifications of entering ~~or current employees~~ with disabilities may be evaluated by physicians approved by the Town.

~~C. Sworn police employees who belong to the Arizona Public Safety Retirement Plan must continue to meet the physical, mental, psychological and emotional requirements for their job classifications as defined by Police Department policy.~~

Section 2-3-2 Pre-Employment Drug Test

Applicants selected for employment in safety sensitive positions and positions requiring a commercial driver's license will normally submit to a pre-employment drug test for illegal

drugs. Any potential hire who tests positive for illegal drug use will be ineligible for employment with the Town.

[No revisions to Sections 2-3-3 through 2-3-5]

[NO REVISIONS TO POLICIES 2-4 THROUGH 2-10]

CHAPTER 3

CLASSIFICATION AND COMPENSATION

[NO REVISIONS TO POLICIES 3-1 THROUGH 3-9]

POLICY 3-10 RELOCATION AND INTERVIEW EXPENSES

[No revisions to section 3-10-1]

Section 3-10-2 Interview Expenses

In an effort to attract and consider candidates with exceptional qualifications, and to ensure a competitive interview pool, the Town Manager may, in his or her sole discretion, authorize payment of travel expenses to and from an interview process at the Town of Marana for a vacant~~, unclassified~~ position. Only transportation and lodging expenses shall be considered for reimbursement.

POLICY 3-11 SEVERANCE BENEFITS

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

Section 3-11-1 Eligibility

A. The provisions of this policy apply to ~~employees in unclassified positions~~ town officers, as defined in Marana Town Code Section 3-1-1, whose employment is terminated by the Town without cause, or who resign in lieu of termination without cause.

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

[No revisions to sections 3-11-2 through 3-11-5]

MARANA AZ

CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

[NO REVISIONS TO POLICIES 4-1 THROUGH 4-9]

POLICY 4-10 GROUP BENEFITS

The Town of Marana provides group benefits coverage as determined by the Town Council for eligible employees. The Human Resources Department is responsible for implementation and administration of all group benefits and insurance plans.

[No revisions to Sections 4-10-1 through 4-10-2]

Section 4-10-3 Employee Assistance Program

A. The Town provides an employee assistance program (EAP) to all regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees ~~and short-term temporary employees~~.

B. When an employee voluntarily seeks assistance from the EAP, confidentiality is maintained. The Town will not be informed that help has been sought unless the employee requests that the information be released.

C. When stress or personal problems interfere with job performance, the Town will encourage and may require participation in the EAP in any of the following circumstances:

1. When job-related and consistent with business necessity;

2. As part of an employee work improvement plan or development plan; or

3. tTo deal with job-related performance issues.

D. When participation is required, the EAP provider will maintain confidentiality and will only verify that the employee has participated as required by the Town.

~~D~~E. Use of the employee assistance program may be a condition of continued employment if the Town's drug and alcohol abuse policy is violated.

~~E~~F. No employee will have his or her employment or promotional opportunities jeopardized solely by participation in the EAP, nor will participation in the EAP protect the employee from disciplinary action for substandard performance or misconduct.

[No revisions to Section 4-10-4]

[NO REVISIONS TO POLICIES 4-11 THROUGH 4-15]

MARANA AZ

CHAPTER 5

WORK RULES

[NO REVISIONS TO POLICIES 5-1 THROUGH 5-4]

POLICY 5-5 DISCIPLINE SYSTEM

Each supervisor shall have the responsibility and authority, with the approval of the Department Head and/or General Manager, to administer appropriate discipline to subordinates using a positive progressive discipline process as a corrective measure.

[No revisions to sections 5-5-1 through 5-5-4]

Section 5-5-5 Grounds For Disciplinary Action

Grounds for disciplinary action, up to and including termination, include, but are not limited to, the following:

A. Dishonesty, including, but not limited to, intentionally giving false information, intentionally falsifying records or making false statements when applying for employment, lying to supervisors in connection with the employee's job or an investigation, or falsifying time sheets or other payroll records.

B. Discrimination or failure to abide by Equal Employment Opportunity regulations, including sexual or other harassment of a protected class.

C. Reporting to work under the influence of alcohol or drugs or using such substances while on Town property.

D. Theft or removal of Town money, merchandise or property, including property in the custody of the Town, without permission.

E. Unauthorized or unlawful possession of firearms, other weapons or explosives in Town facilities or while on Town business.

F. Conviction of a criminal offense.

G. Acts of workplace violence, including violence or threats of violence in the workplace or against other employees or members of the public.

H. Insubordination; failure to follow the orders of one's supervisor(s).

I. Failure to maintain the minimum qualifications of the employee's position.

J. Inability to perform the full essential functions of the employee's regular position, with or without a reasonable accommodation, for greater than 12 months in a 24-month period, as defined in these Personnel Policies and Procedures.

K. Failure to uphold the Town's Cultural Values.

L. Being absent from work without permission or failure to report to the supervisor, Department Head or General Manager when one is absent.

M. Being habitually absent or tardy for any reason.

N. ~~Failure to follow the orders of one's supervisor(s).~~ Making recordings of conversations or other activities in the workplace without authorization or explicit consent to the recording.

O. Inability or unwillingness to perform the assigned job; failure to perform assigned work in an efficient or effective manner.

P. Participation in prohibited political activities.

Q. Acceptance of fees, gifts or other valuable items in the performance of the employee's official duties for the Town.

R. Any action, on or off the job, bringing discredit to the Town.

S. Violation of any Town policies, administrative directives, or ordinances, or state or federal law.

T. Violating safety rules and regulations; being wasteful of material, property or working time; failure to observe proper security or safety procedures.

U. Inability to get along with fellow employees so that the work being done is hindered and not up to required levels; speaking critically or making derogatory or false accusations so as to discredit other employees or supervisors.

V. The use of profanity or abusive language towards a fellow employee or member of the general public while performing official duties as a Town employee.

W. Abuse of sick leave privileges by reporting sick when not sick or obtaining sick leave pay falsely or under false pretenses.

X. Divulging or misusing confidential information, including removal from Town premises without proper authorization of any employee lists, records, designs, drawings or confidential information of any type.

Y. Improper use of the Town's electronic storage and communications equipment, as set forth in these Personnel Policies and Procedures and any administrative directives established by the Town Manager.

Z. Such other act, error or omission detrimental to the mission of the Town.

[No revisions to Sections 5-5-6 through 5-5-8]

[NO REVISIONS TO POLICIES 5-6 THROUGH 5-8]

CHAPTER 7

SAFETY AND HEALTH

[NO REVISIONS TO POLICY 7-1]

POLICY 7-2 FITNESS FOR DUTY EXAMINATIONS

The Town may require an employee to submit to a fitness for duty examination to establish the employee's psychological or physical fitness for duty under the circumstances described in this policy.

Section 7-2-1 Requirements

The Town may require an employee to submit to a fitness for duty examination only when the examination is job-related and consistent with business necessity, including, but not limited to, when an employee is unable to perform his or her assigned duties, or the employee's physical condition or behavior may create a direct threat to the employee or others.

Section 7-2-2 Process

A. Upon noticing or learning of a behavioral or physical problem that impacts an employee's work performance, a Department Head or an immediate supervisor of the employee shall notify the Human Resources Department.

B. If the Human Resources Department determines that a fitness for duty examination is warranted, the Human Resources Department will determine the appropriate medical professional or other outside service provider to conduct the examination.

C. The Human Resources Department will schedule all appointments and make any other necessary arrangements for the examination in coordination with the employee and the employee's department.

D. The employee shall be advised that attendance and cooperation at all appointments is mandatory and that the employee will be compensated for the time spent at any appointments.

Section 7-2-3 Examination Results

A. Upon receipt of fitness for duty examination results, the Human Resources Department will review and evaluate the findings and make a decision as to the continued status of the employee and any recommended course of action.

B. If it is determined that the employee is not fit for duty, the Town may place the employee on leave or take other appropriate action.

C. Fitness for duty examination results are confidential and shall be placed in the employee's confidential medical file. Only those in the employee's chain of command will be advised of any of the contents of the results, and the information that will be shared will be limited to whether the employee will remain employed and, if so, what if any limitations have been placed on the employee.

Section 7-2-4 Police Officers

Whenever a police officer is required to submit to a fitness for duty examination, the Town shall comply with all applicable requirements of state law.

[NO REVISIONS TO POLICIES 7-3 THROUGH 7-5]

Council-Regular Meeting **A3**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Steve Miller, Airport Manager

From: Jane Fairall, Deputy Town Attorney

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-063: Relating to Marana Regional Airport; approving and authorizing the Mayor to execute the Second Amendment to Marana Regional Airport 7.91-Acre Lease Agreement between the Town of Marana and Pima Aviation, Inc. and the First Amendment to Marana Regional Airport Sky Dive Lease Agreement between the Town of Marana and Pima Aviation, Inc. (Steve Miller)

Discussion:

The Town leases property at the Marana Regional Airport to Pima Aviation, Inc. pursuant to four separate lease agreements. Two of those lease agreements, known as the "7.91-Acre" Lease Agreement and the "Sky Dive" Lease Agreement, expired in 2016. Since the time of expiration, Town staff and Pima Aviation staff have been negotiating the terms of new lease agreements, while Pima Aviation has continued to occupy the leasehold property and pay rent as before the lease expiration.

The proposed amendments will retroactively extend the two lease agreements from the dates of their respective expirations in 2016 through September 30, 2020, unless sooner terminated. The amendments require the parties to continue to negotiate the terms and conditions of the new leases, with an expected final agreement within 4 months of execution of the proposed amendments. The original leases would then terminate upon the effective date of the new leases.

The amendments also provide that if a final agreement on the new leases is not reached within the 4-month negotiation period, and if the Lessee has not agreed to continue to negotiate past the 4-month period, the Town may terminate the original leases due to failure of Pima Aviation to negotiate in good faith.

Copies of the original lease agreements and the proposed amendments are included in the Council's packet.

Financial Impact:

The amendment extends the term of the lease and it is not expected to have an impact on revenues received under this agreement.

Staff Recommendation:

Staff recommends approval of the two lease amendments.

Suggested Motion:

I move to adopt Resolution No. 2017-063, approving and authorizing the Mayor to execute the Second Amendment to Marana Regional Airport 7.91-Acre Lease Agreement and the First Amendment to Marana Regional Airport Sky Dive Lease Agreement between the Town of Marana and Pima Aviation, Inc.

Attachments

Resolution No. 2017-063
Exhibit A
Exhibit B
Original 7.91 Acre Lease
Original Sky Dive Lease

MARANA RESOLUTION NO. 2017-063

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO MARANA REGIONAL AIRPORT 7.91-ACRE LEASE AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA AVIATION, INC. AND THE FIRST AMENDMENT TO MARANA REGIONAL AIRPORT SKY DIVE LEASE AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA AVIATION, INC.

WHEREAS the Town of Marana and Pima Aviation, Inc. ("PAI") are parties to a lease agreement entitled "Avra Valley Airport Lease Agreement" (also known as the "7.91-Acre Lease") with an Effective Date of June 28, 1991, by which the Town leases to PAI a certain portion of real property located at the Marana Regional Airport (formerly the Avra Valley Airport), 11700 West Avra Valley Road, Town of Marana; and

WHEREAS the Town of Marana and PAI are parties to a lease agreement entitled "Avra Valley Airport Lease Agreement" (also known as the "Sky Dive Lease") with an Effective Date of February 12, 1991, by which the Town leases to PAI a certain portion of real property located at the Marana Regional Airport (formerly the Avra Valley Airport), 11700 West Avra Valley Road, Town of Marana; and

WHEREAS the Town and PAI now desire to amend the two lease agreements to extend them while the parties negotiate the terms and conditions of new leases for the premises; 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 Second Amendment to Marana Regional Airport 7.91-Acre Lease Agreement between the Town of Marana and Pima Aviation, Inc. attached to and incorporated within this resolution as Exhibit A, and the First Amendment to Marana Regional Airport Sky Dive Lease Agreement between the Town of Marana and Pima Aviation, Inc. attached to and incorporated within this resolution as Exhibit B, are hereby approved and the Mayor is authorized to execute both amendments 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 agreements as amended.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SECOND AMENDMENT TO MARANA REGIONAL AIRPORT 7.91-ACRE LEASE AGREEMENT

THIS SECOND AMENDMENT TO MARANA REGIONAL AIRPORT 7.91-ACRE LEASE AGREEMENT (this "Second Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation, successor in interest to Pima County, ("Lessor") and PIMA AVIATION, INC., an Arizona corporation ("Lessee"). Lessor and Lessee are collectively referred to in this Second Amendment as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "Avra Valley Airport Lease Agreement" (also known as the "7.91-Acre Lease") with an Effective Date of June 28, 1991, (the "Original Lease") by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (formerly the Avra Valley Airport), 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona, APN: 215-10-0500 (the "Premises").

B. On September 4, 2001, the Parties entered into the "First Amendment to 7.91-Acre Lease" recorded in the office of the Recorder of Pima County, Arizona, on December 28, 2001, at Docket 11705, Page 5236 (Sequence 20012501213) (the "First Amendment") by which the Parties amended the Original Lease to revise the legal descriptions of the Premises.

C. Paragraph 2 of the First Amendment provided that upon completion and acceptance of the revised legal descriptions of the Premises, the Original Lease and the First Amendment were to be recorded in the office of the Recorder of Pima County, Arizona. The First Amendment was recorded as noted in recital B above; however, it appears that the Original Lease was not recorded.

D. The Premises are more particularly described in Exhibit B attached to the First Amendment and incorporated by reference within the Original Lease.

E. Article II Section 1 of the Original Lease provided that the initial term of the Original Lease was for a period of 25 years beginning on the first day of the month following the execution of the Original Lease. The Parties agree that based on this language, the Original Lease commenced on July 1, 1991, and expired on June 30, 2016.

F. Article II Section 2 of the Original Lease provided that if Lessee was not in default in the performance of any of the terms of the Original Lease when the initial 25-year term expired, Lessor shall extend the Original Lease at the option of Lessee for a single additional 10-year Option Period. The Original Lease further provided that Lessee was to exercise the option to extend the Original Lease by notifying Lessor in writing at least 90 days prior to the expiration of the Original Lease.

G. Lessee provided written notice to Lessor of Lessee's desire to exercise the Option Period on April 11, 2016, less than 90 days prior to the expiration of the Original Lease; thus, the Original Lease expired on its own terms at the end of the initial 25-year term.

H. The Parties have been negotiating the terms and conditions of a new lease for the Premises since the expiration of the Original Lease, and Lessee has continued to occupy the Premises and pay rent on the Premises as Lessee did prior to the expiration of the Original Lease.

I. Article XIX Section 6 of the Original Lease provided that the Original Lease may not be enlarged, modified, or altered except in writing by the Parties.

J. The Parties desire to amend the Original Lease to retroactively extend the term of the Original Lease while the Parties continue to negotiate the terms and conditions of a new lease for the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Original Lease, the First Amendment, and this Second Amendment, the Parties agree as follows:

1. Extension of Term. The term of the Original Lease is retroactively extended for a period beginning July 1, 2016 and ending September 30, 2020, (the "Extension Period") unless sooner terminated pursuant to the provisions of this Second Amendment. The terms and provisions of the Original Lease shall apply during the Extension Period.

2. Negotiation of New Lease. The Parties shall continue to negotiate the terms and conditions of a new lease for the Premises, or any portion of the Premises, in good faith during the Extension Period. The Parties agree that they intend to reach final agreement on the new lease within four months of execution of this Second Amendment. Failure to reach final agreement within this four-month period shall provide grounds for Lessor to terminate the Original Lease pursuant to paragraph 3(b) below, unless Lessor agrees in writing to negotiate beyond the four-month period.

3. Termination of Original Lease. In addition to the termination provisions set forth in Articles XVI and XVII of the Original Lease, the following termination provisions shall apply during the Extension Period.

a. The Original Lease shall automatically terminate upon the effective date of any new lease for the Premises or any portion of the Premises.

b. If Lessee defaults on the terms of this Second Amendment by failing to negotiate the terms and conditions of a new lease for the Premises, or any portion of the Premises, in good faith, Lessor shall provide written notice to Lessee in accordance with Article XX of the Original Lease of Lessor's default. Lessee shall have 30 days after receipt of the written notice to cure or remedy the default. If Lessee fails to cure or remedy the default, Lessor may, at its option, terminate the Original Lease, without further notice to Lessee, re-enter the Premises and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the Town.

4. Effective Date of Second Amendment. This Second Amendment shall be effective as of the signature date of the last Party to sign this Second Amendment.

5. Recordation. Lessor shall at its expense record this Second Amendment in the office of the Recorder of Pima County, Arizona within ten days of execution of this Second Amendment by all Parties.

6. Attachment of Original Lease. For reference purposes, the Parties agree and acknowledge that a true and correct copy of the Original Lease is hereby attached to this Second Amendment as Exhibit A, and shall be recorded in the office of the Recorder of Pima County, Arizona with this Second Amendment.

7. Other Terms and Provisions. All other terms and provisions of the Original Lease and its exhibits, as amended by the First Amendment, not specifically changed by this Second Amendment, shall remain in effect and be binding upon the Parties as provided for in the Original Lease. Words and phrases having a defined meaning in the Original Lease have the same respective meanings when used in this Second Amendment unless otherwise expressly stated.

8. Recitals. The recitals set forth at the beginning of this Second Amendment are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

9. Entire Agreement. This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Second Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Second Amendment.

10. Severability. If any provision of this Second Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Second Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Second Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Second Amendment shall be deemed reformed accordingly.

11. Governing Law. This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Second Amendment shall be brought and maintained in Pima County, Arizona.

12. Interpretation. This Second Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this Second Amendment for purposes of construing any portion of this Second Amendment for or against any Party.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

LESSEE:

PIMA AVIATION, INC., an Arizona corporation

By:_____
Gary L. Abrams, President

Date: 6/12/17

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF AZ)
ss.
County of PIMA)

The foregoing instrument was acknowledged before me this 12th day of JUNE, 2017, by Gary L. Abrams, President of PIMA AVIATION, INC., an Arizona corporation on behalf of the corporation.

(Seal)

CRYSTAL LEE BREEDING
Notary Public - Arizona
Pima County
My Comm. Expires Aug 31, 2020

_____
Notary Public

LIST OF EXHIBITS

Exhibit A: Copy of Avra Valley Airport Lease Agreement (also known as the "7.91-Acre Lease")

FIRST AMENDMENT TO MARANA REGIONAL AIRPORT SKY DIVE LEASE AGREEMENT

THIS FIRST AMENDMENT TO MARANA REGIONAL AIRPORT SKY DIVE LEASE AGREEMENT (this "First Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation, successor in interest to Pima County, ("Lessor") and PIMA AVIATION, INC., an Arizona corporation ("Lessee"). Lessor and Lessee are collectively referred to in this First Amendment as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "Avra Valley Airport Lease Agreement" (also known as the "Sky Dive Lease") with an Effective Date of February 12, 1991, (the "Original Lease") by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (formerly the Avra Valley Airport), 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona, APN: 215-09-0450 (the "Premises").

B. On or about November 27, 2001, the Parties approved a legal description of the Premises, based upon a survey prepared by Carlson-Putt Surveyors, Inc. dated November 27, 2001. The legal description and map were recorded in the office of the Recorder of Pima County, Arizona, on December 28, 2001, at Docket 11705, Page 5258 (Sequence 20012501216). The Premises are more particularly described in the November 27, 2001 legal description.

C. Article II Section 1 of the Original Lease provided that the initial term of the Original Lease was for a period of 25 years beginning on the first day of the month following the execution of the Original Lease. The Parties agree that based on this language, the Original Lease commenced on March 1, 1991, and expired on February 29, 2016.

D. Article II Section 2 of the Original Lease provided that if Lessee was not in default in the performance of any of the terms of the Original Lease when the initial 25-year term expired, Lessor shall extend the Original Lease at the option of Lessee for a single additional 25-year Option Period. The Original Lease further provided that Lessee was to exercise the option to extend the Original Lease by notifying Lessor in writing at least 90 days prior to the expiration of the Original Lease.

E. Lessee provided written notice to Lessor of Lessee's desire to exercise the Option Period on April 11, 2016, after the expiration of the Original Lease; thus, the Original Lease expired on its own terms at the end of the initial 25-year term.

F. The Parties have been negotiating the terms and conditions of a new lease for the Premises since the expiration of the Original Lease, and Lessee has continued to occupy the Premises and pay rent on the Premises as Lessee did prior to the expiration of the Original Lease.

G. Article XIX Section 6 of the Original Lease provided that the Original Lease may not be enlarged, modified, or altered except in writing by the Parties.

H. The Parties desire to amend the Original Lease to retroactively extend the term of the Original Lease while the Parties continue to negotiate the terms and conditions of a new lease for the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Original Lease and this First Amendment, the Parties agree as follows:

1. Extension of Term. The term of the Original Lease is retroactively extended for a period beginning March 1, 2016 and ending September 30, 2020, (the "Extension Period") unless sooner terminated pursuant to the provisions of this First Amendment. The terms and provisions of the Original Lease shall apply during the Extension Period.

2. Negotiation of New Lease. The Parties shall continue to negotiate the terms and conditions of a new lease for the Premises, or any portion of the Premises, in good faith during the Extension Period. The Parties agree that they intend to reach final agreement on the new lease within four months of execution of this First Amendment. Failure to reach final agreement within this four-month period shall provide grounds for Lessor to terminate the Original Lease pursuant to paragraph 3(b) below, unless Lessor agrees in writing to negotiate beyond the four-month period.

3. Termination of Original Lease. In addition to the termination provisions set forth in Articles XVI and XVII of the Original Lease, the following termination provisions shall apply during the Extension Period.

a. The Original Lease shall automatically terminate upon the effective date of any new lease for the Premises or any portion of the Premises.

b. If Lessee defaults on the terms of this First Amendment by failing to negotiate the terms and conditions of a new lease for the Premises, or any portion of the Premises, in good faith, Lessor shall provide written notice to Lessee in accordance with Article XX of the Original Lease of Lessor's default. Lessee shall have 30 days after receipt of the written notice to cure or remedy the default. If Lessee fails to cure or remedy the default, Lessor may, at its option, terminate the Original Lease, without further notice to Lessee, re-enter the Premises and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the Town.

4. Effective Date of First Amendment. This First Amendment shall be effective as of the signature date of the last Party to sign this First Amendment.

5. Recordation. Lessor shall at its expense record this First Amendment in the office of the Recorder of Pima County, Arizona within ten days of execution of this First Amendment by all Parties.

6. Attachment of Original Lease. For reference purposes, the Parties agree and acknowledge that a true and correct copy of the Original Lease is hereby attached to this First Amendment as Exhibit A, and shall be recorded in the office of the Recorder of Pima County, Arizona with this First Amendment.

7. Other Terms and Provisions. All other terms and provisions of the Original Lease and its exhibits not specifically changed by this First Amendment, shall remain in effect and be binding upon the Parties as provided for in the Original Lease. Words and phrases having a defined meaning in the Original Lease have the same respective meanings when used in this First Amendment unless otherwise expressly stated.

8. Recitals. The recitals set forth at the beginning of this First Amendment are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

9. Entire Agreement. This First Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this First Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this First Amendment.

10. Severability. If any provision of this First Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this First Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this First Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this First Amendment shall be deemed reformed accordingly.

11. Governing Law. This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this First Amendment shall be brought and maintained in Pima County, Arizona.

12. Interpretation. This First Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any Party.

[**SIGNATURE PAGE FOLLOWS**]

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

LESSOR:	LESSEE:
TOWN OF MARANA, an Arizona municipal corporation	PIMA AVIATION, INC., an Arizona corporation
By:_____	By:_____
Ed Honea, Mayor	Gary L. Abrams, President
Date:_____	Date: 6/12/17

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF AZ) ss.

County of Pima)

The foregoing instrument was acknowledged before me this 12th day of June, 2017, by Gary L. Abrams, President of PIMA AVIATION, INC., an Arizona corporation on behalf of the corporation.

(Seal)

CRYSTAL LEE BREEDING
Notary Public - Arizona
Pima County
My Comm. Expires Aug 31, 2020

_____
Notary Public

LIST OF EXHIBITS

Exhibit A: Copy of Avra Valley Airport Lease Agreement (also known as the "Sky Dive Lease")

CONTRACT
NO. 04-04-P-118745-0691
AMENDMENT NO.
This number must appear on all invoices, correspondence, and documents pertaining to this contract.

AVRA VALLEY AIRPORT LEASE AGREEMENT

THIS LEASE is made and entered into this 28th day of June, 1991, by and between PIMA COUNTY, a political subdivision of the State of Arizona ("COUNTY") and Pima Aviation, Inc., ("LESSEE"). COUNTY and LESSEE are referred to collectively in this Lease as the Parties.

RECITALS

1. COUNTY is the owner of the Airport known as AVRA VALLEY AIRPORT, located in Pima County, Arizona (the "AIRPORT").

2. LESSEE desires to lease a portion of the AIRPORT for aviation related purposes.

3. WHEREAS, due to a clerical oversight, the parties failed to execute the instant lease, and by mutual agreement, the effective date shall be other than the date of execution. The effective date for all purposes, including but not limited to assessment of rents, calculation of escalators, and assignment of liability, shall be June 28, 1991.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreement to the terms and conditions set forth below and pursuant to Arizona Revised Statutes § 2-313 et seq., COUNTY does hereby lease to "LESSEE" a portion of AIRPORT, as follows:

ARTICLE I - DESCRIPTION OF PREMISES

COUNTY hereby leases to LESSEE a portion of AIRPORT, consisting of approximately 7.91 acres, as particularly described on EXHIBIT A (the "Premises"), subject to the provisions of this Lease. LESSEE shall have the exclusive use, occupancy and control of the Premises with all improvements that LESSEE or the COUNTY may construct on the Premises pursuant to the terms and provisions of this Lease.

ARTICLE II - TERM

Section 1. The initial term of this Lease shall be for a period of twenty-five years beginning on the first day of the month following the execution of this agreement by COUNTY and LESSEE.

Section 2. If LESSEE is not in default in the performance of any of the terms of this Lease when the initial twenty-five year term expires, COUNTY shall extend this Lease at the option of LESSEE for a single additional ten (10) year period (the "Option Period"). LESSEE shall exercise the option to extend this Lease by notifying COUNTY in writing that LESSEE is exercising its option to extend the Lease. Such notification shall be made at least ninety days and no more than one hundred eighty days prior to the expiration of the Lease. The terms and provisions of this Lease shall apply to the Option Period.

ARTICLE III - COMPENSATION

Section 1. Fixed Rent.

As soon as COUNTY has completed the infrastructure, ramp and taxiways necessary for LESSEE's business use of the premises and LESSEE has received a Certificate of Occupancy for each of the building pad improvements constructed by LESSEE as initial improvements, LESSEE agrees to pay to COUNTY the sum of $5,220.00 per year (the "Fixed Rent"), payable in equal quarterly installments of $1,305.00 on the first day of each quarter. However, the initial amount due COUNTY as Fixed Rent shall accrue and be paid in "one-seventh" increments of the total Fixed Rent ($746.00) as each of the pad improvements are completed; i.e., after completion of the infra-structure and "pad one" improvements and a Certificate of Occupancy issued, LESSEE shall commence paying the first increment of $746.00; upon completion of pad two improvements, $1,492.00, and sequentially thereafter until all pad improvements are completed and the entire Fixed Rent is due.

Section 2. Percentage Rent.

a. For the initial term of this Lease, LESSEE agrees to pay to COUNTY, a percentage of LESSEE's gross receipts from hangar rentals calculated at the following rates:

1. Five (5%) percent for years 1 through 5.
2. Seven and one-half (7 1/2%) percent for years 6 through 10.
3. Ten (10%) percent for years 11 through 15.

b. At the end of year fifteen (15) of the initial term of this lease, LESSEE shall deliver to COUNTY title to all hangar units that have been amortized pursuant to Article VII, Section 4 of this Lease. At that time, LESSEE agrees to pay to COUNTY, a percentage of hangar rentals on those amortized hangar units based of the following rates:

1. Fifteen (15%) percent for years 16 through 20.
2. Twenty (20%) percent for years 21 through 25 and through the option period, if exercised. For those hangar units not fully amortized pursuant to Article VII, Section 4 of this Lease percentage rent shall continue to be calculated pursuant to Section "a" hereof.

c. As used in this Lease, "Actual Gross Rent Receipts" shall mean the total rents billed by LESSEE to third parties for structures located on the Premises. If LESSEE uses any of the structures on the Premises for its own use, then the fair market rental value of these structures shall be added to Actual Gross Rent Receipts.

d. The Actual Gross Receipts and Percent Rent shall be computed on a semi-annual basis for the periods January 1-June 30 and July 1-December 31 and based on the preceding 6 months' gross. Percentage Rent shall be due and payable in semi-annual installments commencing on July 1,1992. A report acceptable to the COUNTY shall accompany each remittance. The report shall indicate the method of computation and shall be submitted 30 days after the end of the period.

Section 3. Record Keeping.

LESSEE shall keep true and accurate account records, books and data in accordance with generally accepted accounting principles which shall show all rents billed to and receipts collected from third parties for structures located on the Premises. LESSEE shall maintain annual corporate income tax returns and corporate financial statements certified by a Certified Public Accountant. COUNTY shall have the right to examine all financial books and records pertaining to this Lease or to the use of the Premises upon seventy-two hours advance written notice to LESSEE.

ARTICLE IV - USE OF PREMISES

Section 1. LESSEE shall use the Premises only for a business associated with the rental/lease of aircraft storage facilities or related structures.

Section 2. LESSEE shall not permit its agents, customers, patrons or others to engage in activities which are not related to aeronautics without first obtaining the prior written consent of COUNTY, which shall not be unreasonably withheld.

Section 3. LESSEE shall comply with all county, state and federal laws, including without limitation, Federal Aviation Administration (FAA) Regulations and any and all applicable zoning laws that may apply to LESSEE's use of the Premises. LESSEE shall obtain, at its own cost, any licenses that may be required by law for its operation. COUNTY will assist LESSEE to the extent necessary to obtain required licenses and permits.

Section 4. LESSEE acknowledges that it is familiar with the conditions of the Premises as of the date of execution of this Lease and agrees that COUNTY shall not be liable to LESSEE for any injury or damages resulting from any defect in the condition of Airport or the Premises. Within thirty days after written notice by LESSEE of a defect in the condition of Airport which could interfere with LESSEE's operations, COUNTY shall cure the defect.

Section 5. COUNTY hereby grants LESSEE the following privileges, uses and rights, all of which are subject to the terms, conditions and covenants contained in this Lease and all of which shall be non-exclusive with respect to the Airport.

a. The use of all public airport facilities and improvements which are now or may hereafter be constructed and are appurtenant to the AIRPORT. Such use by LESSEE shall be on the same basis as the use by the general public. For the purpose of this Lease, public airport facilities shall include all necessary landing and take-off area appurtenances including approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids, lighting facilities, and other public facilities of the AIRPORT.

b. The right in ingress and egress from the Premises to all runways, taxiways and facilities enumerated in the preceding paragraph, and over and across the public roadways serving the AIRPORT, subject to any and all Ordinances, Rules and Regulations which are now or may hereafter apply at AIRPORT.

ARTICLE V - INSURANCE

Section 1. COUNTY shall keep and maintain at its sole cost fire and extended damage coverage insurance for all structures and facilities constructed on the Premises in which COUNTY has a reversionary interest. Such insurance shall be in an amount equal to the replacement cost of the structures and replacement or repair shall be on an expedited basis. In the event of a claim on such insurance, COUNTY shall bear the expense of the deductible, if any, unless the loss is the result of the LESSEE's negligent act or acts, in which event LESSEE pays the deductible.

Section 2. LESSEE shall keep and maintain at its sole cost and expense a Three Million Dollar ($3,000,000.00) single limit Comprehensive General Liability Insurance policy with specific provisions covering Bodily Injuries, Property Damage, Premises Liability, Completed Operations, Products Liability and Hangar Keeper Liability.

Section 3. LESSEE shall name COUNTY as Additional Insured on all Comprehensive General Liability policies and shall provide COUNTY with copies of Certificates of Insurance and the endorsement of Additional Insured each year as the policy is renewed. LESSEE shall also require insurer to provide COUNTY with a written notice of cancellation a minimum of thirty days before cancellation.

Section 4. If LESSEE cannot obtain any insurance required pursuant to this Lease because of its unavailability or unreasonably prohibitive cost, the Parties may renegotiate the terms of this Lease with respect to insurance requirements. During any such renegotiation, LESSEE shall not be considered in default under this Lease for failure to carry the insurance being renegotiated.

ARTICLE VI - INDEMNIFICATION

Section 1. LESSEE shall indemnify, defend and hold harmless COUNTY, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Lease which are the result of any act or omission of LESSEE, its agents, employees, or anyone acting under the direction or control or on behalf of LESSEE, its agents or employees.

Section 2. LESSEE shall not permit any mechanic's lien to be filed against the Premises or the improvements located on the Premises by reason of work, labor, services, or materials supplied or claimed to have been supplied, whether before or after the commencement of this lease. If any mechanic's lien is at any time filed against the Premises or any improvement on the Premises, LESSEE shall, as soon as possible after notice of the filing of the lien, cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If LESSEE fails to discharge the lien in a reasonable time, COUNTY may discharge such lien with LESSEE's approval or after a final judgment is rendered either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. If a foreclosure action initiated by a lienor results in a judgment in its favor, the COUNTY may, at its sole option, pay a full amount of a final judgment. Any amount paid or expended by COUNTY, including but not limited to costs and reasonable attorney's fees for any of such purposes, with interest at the legal rate from the date of payment, shall be repaid by LESSEE to COUNTY on demand. COUNTY's options under this Section shall be in addition to any other right or remedy COUNTY may have.

Section 3. LESSEE shall exercise reasonable care on the Premises and Airport and shall advise COUNTY when conditions which may pose an unreasonable risk of harm to members of the general public are discovered. When LESSEE is advised by its employees or the COUNTY that an unsafe or dangerous condition exists on the Premises, LESSEE shall take reasonable steps to correct the condition and shall be responsible that members of the general public are not exposed to danger. No property belonging to the general public shall be stored in a building with an unsafe or dangerous condition until the defect is repaired.

ARTICLE VII - CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS ON THE PREMISES

Section 1. LESSEE may construct improvements related to or used in LESSEE's operation on the Premises if:

a. All proposed construction shall conform to the scheme contained in the Airport Master Plan; and

b. LESSEE is not in default in the performance of any of the terms of this Lease; and

c. The Percentage Rent on the improvements is calculated and paid at the rate set forth in Article III of this Lease.

Section 2. LESSEE shall notify COUNTY in writing of its intention to construct improvements on the Premises. The written notice shall specify the location of the improvements together with a detailed site plan and architectural plans and specifications. Before beginning construction of any improvements, LESSEE shall obtain written consent from COUNTY indicating COUNTY's approval of the plans and specifications for and location of the proposed improvements, which consent shall not be unreasonably withheld. COUNTY may refuse to permit the construction or installation of any improvement if the type of construction or installation or the location of such improvement (1) does not meet COUNTY's reasonable and lawful requirements for safe use of the AIRPORT, (2) does not comply with the Pima County Building Code, (3) does not conform to the applicable laws of the State of Arizona, or (4) does not conform to the applicable regulations of the FAA. (5) does not conform to the Airport Master Plan, or (6) LESSEE is in default in the performance of any of the terms of this Lease. LESSEE shall have the right to make major alterations and modifications in any buildings, structures or other improvements now or hereafter constructed or installed in or on the Premises, subject to the provisions of this Section. Items of normal repair and maintenance and minor alterations and modifications need not be submitted to COUNTY for approval.

Section 3. Within thirty days after written notification of LESSEE's intention to construct improvements on the Premises, COUNTY shall notify LESSEE in writing of its acceptance or rejection of LESSEE's proposed improvements. If COUNTY gives its acceptance, such acceptance shall be subject to LESSEE's compliance with Part 77 of the FAA Regulations, as they may be amended. If COUNTY rejects, it shall give detailed reasons therefore and recommended revisions for acceptance.

Section 4. All improvements shall be constructed at the sole cost and expense of LESSEE. Title to all improvements constructed, installed, erected or placed by LESSEE on the Premises shall remain under LESSEE for a period of fifteen (15) years; or, through the amortization schedule, whichever occurs first, at such time then Title shall be transferred to COUNTY. COUNTY shall provide and maintain utilities and primary electrical lines and transformers to LESSEE'S facilities.

Section 5. No permanent building, structure or other permanent improvement installed, constructed, erected or places by LESSEE on the Premises shall be removed from the Premises without the prior written consent of COUNTY.

ARTICLE VIII - UTILITIES

Section 1. LESSEE shall pay for all public utility services supplied to it on the Premises, including electricity, gas, water and sewage service.

Section 2. COUNTY retains the right to the use of any utility lines currently located on the Premises and the right and duty to repair the same when necessary. LESSEE shall not be required to pay the cost of repairing currently existing or off-premises utilities. Utility repairs shall be done on a priority basis and shall not unreasonably interfere with LESSEE's operations.

Section 3. LESSEE shall, at no cost or expense to COUNTY, provide all public utility and sewage connections which are needed for buildings, structures and other improvements constructed on the Premises by LESSEE.

Section 4. If requested to do so by LESSEE, COUNTY shall grant reasonable rights-of-way on or across AIRPORT to public utility companies for the purpose of supplying LESSEE with utilities, but COUNTY reserves the right to designate the location of such rights-of-way.

Section 5. COUNTY shall provide an adequate water supply to LESSEE's operation and to other water users on the Premises. To meet this obligation, COUNTY may elect at its sole option and expense to connect the AIRPORT to a public water supply. COUNTY shall bear the cost of the maintenance of the water supply system. COUNTY may, at its sole option and expense, install a water meter and charge LESSEE for the water at commercial rates prevailing in the community for similarly situated water users.

ARTICLE IX - MAINTENANCE

Section 1. LESSEE shall keep and maintain the improvements on the Premises in a clean, good, safe and usable condition.

Section 2. COUNTY shall keep and maintain in good condition and repair in compliance with Federal Air Regulations (FARS), other applicable Federal and State laws, and with the COUNTY's approved maintenance plan, the following AIRPORT facilities located on the Premises and which the COUNTY owns:

a. Apron areas;
b. All permanent buildings and improvements constructed in accordance with Article VII;
c. Sewage and water systems;
d. Fences;
e. Vehicle parking areas; and
f. Landscaping.

Section 3. Upon discovery, LESSEE shall immediately notify COUNTY of any AIRPORT or Premises property in need of maintenance and repair. AIRPORT or Premises property owned by COUNTY shall be repaired on a priority basis if it adversely affects LESSEE's operation; otherwise, such repairs and maintenance shall be done on an expedited basis within a reasonable time.

Section 4. The condition of the AIRPORT, LESSEE's operation, and the Premises shall be subject to inspection at any time by COUNTY.

ARTICLE X - TAXES

LESSEE shall pay before delinquency any and all real property taxes levied against the Premises and the improvements thereon or personal property located in or on the Premises, all applicable taxes levied or assessed by any government body as a result of LESSEE's operations and all taxes which may be levied or assessed against LESSEE as the result of.rentals payable under this Lease.

ARTICLE XI - RULES AND REGULATIONS

Section 1. LESSEE shall observe and obey all rules and regulations with respect to the use of the AIRPORT which have been or may in the future be adopted by COUNTY; provided, however, that such rules and regulations shall be consistent with rules, regulations and orders of the FAA and with the provisions of this Lease.

Section 2. If facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time.

Section 3. LESSEE, its successors in interest and assigns, do hereby covenant and agree that (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the AIRPORT facilities, (2) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon no person on the grounds of race, color, physical disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time.

Section 4. LESSEE shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof.

Section 5. If a complaint is lodged alleging non-compliance by LESSEE with Section 3 or 4 of this Article and an investigation and determination of non-compliance is made by a proper authority, LESSEE shall have a reasonable time but not less than thirty days to comply after receipt of written notice of such non-compliance from COUNTY. However, LESSEE shall retain all of its rights to administrative and judicial appeal. After final appeal, if any, failure by LESSEE to cure the affirmed noncompliance shall constitute a material breach of this Lease and COUNTY shall have the right to terminate this Lease and the estate hereby created in accordance with ARTICLE XVI, at the election of COUNTY. COUNTY may enforce Sections 3 and 4 of this Article through court action or any other legal remedy in lieu of termination.

Section 6. LESSEE shall insert Sections 2, 3 and 4 of this Article in any rental agreement, sub-operator's agreement and the like, by which LESSEE grants a right or privilege to any person, firm or corporation to render accommodations or services to the public on the Premises.

Section 7. COUNTY reserves the right to further develop or improve the Air Navigation Facility and the landing and apron areas for the AIRPORT in coordination with the FAA for further growth and development. COUNTY shall use its best efforts to do so without interfering or hindering LESSEE's operation. LESSEE shall not be required to bear any of the cost or expense of construction and maintenance of such improvements.

Section 8. This Lease shall be subordinate to the provisions and requirements of any existing agreement between COUNTY and the United States or its agencies and departments relative to the development, operation or maintenance of AIRPORT.

Section 9. Nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. §1349), as amended.

Section 10. LESSEE shall insert the provisions of this Lease in any agreement or contract by which it grants a right or privilege to any person, firm or corporation under a Sublease.

Section 11. LESSEE shall conduct its operations and activities on the AIRPORT in compliance with all applicable regulations of the FAA and the Arizona Department of Aeronautics.

ARTICLE XII - SUPERIOR RIGHTS

Section 1. During time of war or national emergency, COUNTY may enter into agreements with the United States Government for use of part or all of the AIRPORT. COUNTY will coordinate any such agreement which affects LESSEE's operation with LESSEE in advance to the extent feasible. If any such agreement is executed by COUNTY, the provisions of this Lease, insofar as they are inconsistent with the provisions of any agreement made by COUNTY with the United States Government shall be superseded, and LESSEE shall have no claim against COUNTY for any loss or damage sustained by LESSEE because of the making of such agreement by COUNTY.

Section 2. The parties shall not be required to repair, replace, rebuild or construct any building or portion of any building so long as the obligated party is prevented from so doing by action of the United States Government. However, any insurance proceeds recovered by COUNTY for the aforesaid damages shall be paid over to LESSEE.

ARTICLE XIII - ENTRY UPON PREMISES

COUNTY may enter upon the Premises at any reasonable time for any purpose necessary, incidental to or in connection with the exercise of its governmental functions, or to prevent waste, loss or destruction; however, any such entry shall be done in a manner which does not interfere with LESSEE's operation.

ARTICLE XIV - RESERVATION OF EASEMENT

Section 1. COUNTY hereby reserves for the use and benefit of aircraft using the AIRPORT a right of flight for the passage of aircraft in the airspace above the uppermost level of the construction on the Premises, together with the right to cause such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air using said airspace, or landing at, or taking off from, or operating on AIRPORT.

Section 2. LESSEE shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from AIRPORT or otherwise constitute a hazard. If this provision is violated, LESSEE shall immediately remedy the situation upon reasonable notice by COUNTY. If LESSEE does not immediately remedy the hazard, COUNTY may at its option enter upon the Premises and abate the hazard at the expense of LESSEE.

ARTICLE XV - ASSIGNMENT

Section 1. LESSEE shall not assign, sell, transfer, mortgage, sublease or pledge this Lease or any interest in it without first obtaining written consent from COUNTY, which consent shall not be unreasonably withheld. Any change in principal ownership or control of LESSEE shall be considered an assignment of rights under this Lease. Any assignment of this Lease by LESSEE shall be upon the following conditions:

a. Any assignment of this Lease shall be in writing, signed by all Parties to this Lease, and signed by the assignee.

b. Neither the execution of an assignment nor the assignment nor the acceptance of any sums by COUNTY from LESSEE's Assignee shall release or in any manner affect LESSEE's liability to COUNTY except as provided for in "d" below.

c. Any assignment of this Lease shall provide that assignee assumes and agrees to perform all of the terms, covenants and agreement which LESSEE has agreed to perform under this Lease, and that Assignee shall become jointly and severally liable with LESSEE or any successor in interest of LESSEE for the performance of the terms and covenants of this Agreement.

d. COUNTY shall enter into a new agreement/novation with Assignee providing COUNTY approves Assignee's financial and operative capabilities. Such approval shall not be unreasonably withheld. COUNTY shall thereafter rely solely on Assignee, and LESSEE shall have no further liability to COUNTY under this Lease.

e. Any assignment or transfer whatsoever or pledge or mortgage made contrary to the terms of this Article shall be void.

ARTICLE XVI - TERMINATION BY COUNTY

Section 1. If LESSEE defaults in the payment of any sums due COUNTY under this Lease or defaults by the nonperformance of some other obligation set forth in this Lease, LESSEE shall have sixty days after written notice is served in accordance with Article XX to cure or remedy the default. If LESSEE fails to cure or remedy the default within sixty days after such notice has been served, COUNTY may, at its option, and without prejudice to any other right or remedy, terminate this Lease and recover possession of the Premises by summary proceedings.

Section 2. No waiver by COUNTY of a default in any of the terms, covenants or conditions of this Lease shall be construed to be or act as a waiver of any subsequent default.

Section 3. All remedies granted to COUNTY under this Article are cumulative and are in addition to any other rights COUNTY may have as a matter of law.

ARTICLE XVII - TERMINATION BY LESSEE

Section 1. LESSEE may terminate this Agreement upon thirty days written notice given in accordance with ARTICLE XX, upon or after the happening of or during the continuation of any of the following events:

a. The inability of LESSEE to use, for a period of ninety days, any portion of the Premises or improvements thereon, because of any law, rule, regulation or other action or failure to act on the part of any United States governmental authority having jurisdiction thereof.

b. The material default by COUNTY under this Lease and the failure of COUNTY to remedy such default within thirty days after receipt of written request or demand from LESSEE to remedy the same.

c. The assumption by the United States Government or any authorized agency thereof of the operation or control of AIRPORT or any part of it in a way that substantially restricts LESSEE for a period of thirty days from conducting its operations on the Premises.

Section 2. If the basis for termination by LESSEE ceases to exist prior to a termination, the right to terminate on such basis shall cease.

Section 3. No waiver by LESSEE of a default in any of the terms, covenants or conditions of this Lease shall be construed to be or act as a waiver of any subsequent default.

ARTICLE XVIII - SURRENDER OF POSSESSION CONDITION OF PREMISES

Section 1. Upon the expiration or earlier termination of this Lease, LESSEE shall immediately surrender the Premises to COUNTY.

Section 2. The Premises and improvements shall be returned to COUNTY in the same condition as maintained by LESSEE during its operation prior to surrender.

Section 3. All permanent buildings, structures and improvements constructed, installed, erected or placed by LESSEE on the Premises shall be the property of LESSEE, who shall dedicate the property to COUNTY during the term of this Lease. Not later than thirty days after the expiration or termination of this Lease, LESSEE shall remove any and all signs, trade fixtures, machinery and equipment from the Premises. LESSEE shall repair any damage caused by such removal. Upon failure of LESSEE to remove such personal property within the thirty day period, COUNTY may at its option cause the personal property to be removed and charge LESSEE the actual costs of such removal or take title to the personal property.

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Unless specifically indicated otherwise, no remedy, right, option or election set forth in any provisions of this Lease shall be deemed exclusive; rather, each shall be cumulative with other remedies in law or equity. This Lease shall be deemed both a contract between the Parties and a declaration of conditions, covenants and restrictions running with the land for the duration of the Lease term or any extensions thereof.

Section 2. No circumstance in which COUNTY or LESSEE expressly or impliedly consents to, suffers, or permits the doing by the other of any act or omission under this Lease shall be construed to be or shall be a waiver of any provision or condition of this Lease or shall be construed to condone any future breaches, unless the provision or condition in question is expressly waived in writing by the waiving party.

Section 3. Time is of the essence in the performance of all terms and conditions of this Lease.

Section 4. If LESSEE becomes insolvent and incapable of properly conducting its operations under this Lease, this Lease may be terminated at the option of COUNTY. This provision shall not apply to a reorganization under Chapter 11 of the United States Bankruptcy Code.

Section 5. This instrument contains the entire agreement between the parties, and no statement, promise or inducements made by either party or agent of either party that is not contained in this instrument shall be valid or binding.

Section 6. This Lease may not be enlarged, modified or altered except in writing by the parties.

ARTICLE XX - NOTICES

Section 1. Notices to COUNTY in connection with this Lease shall be sufficiently served if hand delivered or sent by certified mail, postage prepaid, to COUNTY at the following address:

Pima County Department of Transportation
and Flood Control District
201 N. Stone Avenue, 3rd Floor
Tucson, Arizona 85701

with a copy to:

Pima County Attorney
Civil Division
32 North Stone, Suite 1500
Tucson, Arizona 85701

Section 2. Notices to LESSEE in connection with this Lease shall be sufficient service if hand delivered or sent by certified mail, postage prepaid, to LESSEE at the following address:

Pima Aviation, Inc.
P.O. Box 5367
Tucson, Arizona 85703

with a copy to:

Gary L. Abrams
Leased Premises Office
Avra Valley Airport
Avra Valley, Arizona

Section 3. Service of any notice or demand by hand delivery shall be deemed complete upon the date of delivery. Service of any notice or demand by certified mail shall be deemed complete upon receipt.

Section 4. Either party may change its address to such other addresses as such party may designate to the other in writing from time to time.

ARTICLE XXI - ABANDONMENT

If the Premises are abandoned, deserted or vacated by LESSEE for thirty days or more, COUNTY may, at its option, terminate this Lease and reenter and repossess the Premises without liability to LESSEE.

ARTICLE XXII - SUCCESSORS AND ASSIGNS BOUND

All the terms, covenants and conditions of this Lease shall inure to and bind the successors and assigns of the parties to this Lease except as provided for in Paragraph d, Section 1, Article XV, above.

ARTICLE XXIII - ARTICLE HEADINGS

The article headings in this Lease are for convenience and reference only and are not intended to define or limit the scope of any provision of this Lease.

ARTICLE XXIV - SEVERABILITY

If any term or condition of this Lease is invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

ARTICLE XXV - APPLICABLE LAW

This Lease shall be governed by the laws of the State of Arizona, and any actions to enforce or interpret the terms and provisions of this Lease shall be brought and maintained in Pima County, Arizona.

ARTICLE XXVI - WARRANTY

Section 1. The undersigned signatory for LESSEE warrants that he or she has authority to enter into this Lease for and on behalf of LESSEE.

Section 2. This Lease shall be effective on the last signature date indicated below.

Section 3. LESSEE shall be entitled to record this Lease and any extensions thereof in the County Recorder's Office.

ARTICLE XXVII - AMERICANS WITH DISABILITIES ACT

The Americans With Disabilities Act (ADA) is now in effect for public entities.

"Contractors shall comply with all applicable provisions of the Americans With Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36."

IN WITNESS WHEREOF, the Parties have affixed their signatures below.

PIMA COUNTY BOARD OF SUPERVISORS

BY M. Le Bd APR - 5 1994
Chairman Date

PIMA AVIATION, INC. ("LESSEE")

BY Harold L. Abrams 2-25-94
President Date

ATTEST:

Jane S. Williams
Clerk of the Board Date

APPROVED BY PIMA COUNTY
DEPARTMENT OF TRANSPORTATION

By: John M. Bernal 3/2/94

APPROVED AS TO FORM:

Christine Curtin 2-10-94
Deputy County Attorney Date

EXHIBIT A

AIRPORT HANGAR SITE

LEGAL DESCRIPTION

All that portion of the Northwest Quarter of Section 10, Township 12 South, Range 11 east, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 10, said point being on the centerline of Avra Valley Highway as recorded in Book 6 of Road Maps at Page 30;

THENCE North 00 degrees 31 minutes 51 seconds West, along the West line of said Northwest Quarter of Section 10, 50.00 feet to a point being on the North Right-of-Way line of said Avra Valley Highway;

THENCE North 89 degrees 24 minutes 43 seconds East, along said Northerly Right-of-Way line of Avra Valley Highway, 952.69 feet to a point, said point being the TRUE POINT OF BEGINNING;

THENCE continuing North 89 degrees 24 minutes 43 seconds East, along said Northerly Right-of-Way line of Avra Valley Highway, 366.59 feet to a point, said point being North 00 degrees 34 minutes 21 seconds West, 50.00 feet, from the Southeast corner of the West Half of said Northwest Quarter of Section 10;

THENCE North 89 degrees 24 minutes 30 seconds East, along said Northerly Right-of-Way line of Avra Valley Highway, 94.57 feet to a point;

THENCE North 44 degrees 53 minutes 50 seconds West, parallel and 750 feet southwesterly of the centerline of Runway 12-30, 135.34 feet to a point on the East line of said West Half of the Northwest Quarter of Section 10;

THENCE continuing North 44 degrees 53 minutes 50 seconds West, parallel and 750 feet southwesterly of Runway 12-30, 1069.66 feet to a point;

THENCE South 45 degrees 06 minutes 10 seconds West, 330.00 feet to a point;

THENCE South 44 degrees 53 minutes 50 seconds East, 882.87 feet to a point being on the Northerly Right-of-Way line of said Avra Valley Highway, said point being the TRUE POINT OF BEGINNING.

The above described parcel of land being 7.91 acres.

The basis of bearing for the above description is North 89 degrees 24 minutes 43 seconds East along the South line of the West Half of said Northwest Quarter of Section 10.

CONTRACT
NO. 04-04-A-114263-0291
AMENDMENT NO.
This number must appear on all invoices, correspondence, and documents pertaining to this contract.

AVRA VALLEY AIRPORT
LEASE AGREEMENT

THIS LEASE is made and entered into this FEB 1 3 '91 day of _____, 1991 , by and between PIMA COUNTY, a political subdivision of the State of Arizona ("COUNTY") and Pima Aviation, Inc., ("LESSEE"). COUNTY and LESSEE are referred to collectively in this Lease as the Parties.

R E C I T A L S

1. COUNTY is the owner of the Airport known as AVRA VALLEY AIRPORT, located in Pima County, Arizona (the "AIRPORT").

2. LESSEE desires to lease a portion of the AIRPORT for aviation related purposes.

A G R E E M E N T

NOW, THEREFORE, for and in consideration of the mutual agreement to the terms and conditions set forth below and pursuant to Arizona Revised Statutes § 2-301 et seq., COUNTY does hereby lease to "LESSEE" a portion of AIRPORT, as follows:

ARTICLE I - DESCRIPTION OF PREMISES

COUNTY hereby leases to LESSEE a portion of AIRPORT, consisting of approximately 10 acres, as particularly described on EXHIBIT A (the "Premises"), subject to the provisions of this Lease. LESSEE shall have the exclusive use, occupancy and control of the Premises with all improvements that LESSEE or the COUNTY may construct on the Premises pursuant to the terms and provisions of this Lease.

ARTICLE II - TERM

Section 1. The initial term of this Lease shall be for a period of twenty-five years beginning on the first day of the month following the execution of this agreement by COUNTY and LESSEE.

Section 2. If LESSEE is not in default in the performance of any of the terms of this Lease when the initial twenty-five year term expires, COUNTY shall extend this Lease at the option of LESSEE for a single period of up to twenty-five (25) years. LESSEE shall exercise the option to extend this Lease by notifying COUNTY in writing at least ninety days and no more than one hundred eighty days prior to the expiration of the original twenty-five year lease

term. The terms and provisions of this Lease shall apply to the Option Period except that the provisions for "Compensation" shall be adjusted as follows:

A. Not less than sixty days and no more than one hundred eighty days before the expiration of the original twenty-five year lease, period, LESSEE shall hire a real estate appraiser satisfactory to COUNTY at COUNTY'S sole discretion.

B. Not less than thirty days before the expiration of the original twenty-five year lease period, the real estate appraiser shall determine the fair market value of the Premises as vacant land, disregarding the value of any improvements constructed on the Premises pursuant to ARTICLE VII of this Lease. Any and all appraisal costs shall be borne by LESSEE.

C. The parties shall determine the Option Term Percentage Rent Value, which shall be the average annual amount actually received from LESSEE for Percentage Rent over the last three years of the original twenty-five year lease period.

D. The fixed Rent payable during the Option period shall be ten percent of the fair market value of the Premises as vacant land as determined by the real estate appraiser in accordance with paragraph b above, minus the Option Term Percentage Rent Value, calculated as set forth in paragraph c above.

E. The Percentage Rent payable pursuant to ARTICLE III, Section 2.a. shall remain at five percent of LESSEE'S actual gross receipts throughout the Option period.

ARTICLE III - COMPENSATION

Section 1. Fixed Rent.

LESSEE agrees to pay to COUNTY the sum of $2500.00 per year (the"Fixed Rent"), payable, in advance, in equal installments of $625.00 beginning on March 1, 1991, and every quarter thereafter for the remaining term of this LEASE.

Section 2. Percentage Rent.

a. For the initial term of this Lease, LESSEE agrees to pay to COUNTY a percentage of LESSEE's gross receipts from business activity on the leasehold premises calculated at the following rates:

1. Four (4%) percent for years 1 through 5.
2. Four and one-half (4 1/2%) percent for years 6 through 10.
3. Five (5%) percent for years 11 through 25.

b. The Actual Gross Receipts and Percent Rent shall be computed on a semi-annual basis for the periods January 1-June 30 and July 1-December 31 and based on the preceding 6 months' gross. Percentage Rent shall be due and payable in semi-annual installments commencing at the end of the first semi-annual period after execution of this agreement by COUNTY and LESSEE. A report acceptable to the COUNTY shall accompany each remittance. The report shall indicate the method of computation and shall be submitted 30 days after the end of the period.

Section 3. Record Keeping.

LESSEE shall keep true and accurate account records, books and data in accordance with generally accepted accounting principles which shall show all rents billed to and receipts collected from third parties for structures located on the Premises. LESSEE shall maintain annual corporate income tax returns and corporate financial statements certified by a Certified Public Accountant. COUNTY shall have the right to examine all financial books and records pertaining to this Lease or to the use of the Premises upon seventy-two hours advance written notice to LESSEE.

ARTICLE IV - USE OF PREMISES

Section 1. LESSEE shall use the Premises only for aviation related purposes as approved by COUNTY.

Section 2. LESSEE shall not permit its agents, customers, patrons or others to engage in activities which are not related to aeronautics.

Section 3. LESSEE shall comply with all county, state and federal laws, including without limitation Federal Aviation Administration (FAA) Regulations and any and all applicable zoning laws that may apply to LESSEE's use of the Premises. LESSEE shall obtain, at its own cost, any licenses that may be required by law

for its operation. COUNTY will assist LESSEE to the extent possible in obtaining required licenses and permits.

Section 4. LESSEE acknowledges that it is familiar with the conditions of the Premises as of the date of execution of this Lease and agrees that COUNTY shall not be liable to LESSEE for any injury or damages resulting from any defect in the condition of Airport or the Premises. Within thirty days after written notice by LESSEE of a defect in the condition of Airport which could interfere with LESSEE's operations, COUNTY shall cure the defect.

Section 5. COUNTY hereby grants LESSEE the following privileges, uses and rights, all of which are subject to the terms, conditions and covenants contained in this Lease and all of which shall be non-exclusive with respect to the Airport.

a. The use of all public airport facilities and improvements which are now or may hereafter be constructed and are appurtenant to the AIRPORT. Such use by LESSEE shall be on the same basis as the use by the general public. For the purpose of this Lease, public airport facilities shall include all necessary landing and take-off area appurtenances including approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids, lighting facilities, and other public facilities of the AIRPORT.

b. The right in ingress and egress from the Premises to all runways, taxiways and facilities enumerated in the preceding paragraph, and over and across the public roadways serving the AIRPORT, subject to any and all Ordinances, Rules and Regulations which are now or may hereafter apply at AIRPORT.

ARTICLE V - INSURANCE

Section 1. COUNTY shall keep and maintain at its sole cost fire and extended damage coverage insurance for all structures and facilities constructed on the Premises in which COUNTY has a reversionary interest. Such insurance shall be in an amount equal to the replacement cost of the structures and replacement or repair shall be on an expedited basis. In the event of a claim on such insurance, COUNTY shall bear the expense of the deductible, if any, unless the loss is the result of the LESSEE's negligent act or acts, in which event LESSEE pays the deductible.

Section 2. LESSEE shall keep and maintain at its sole cost and expense a Three Million Dollar ($3,000,000.00) single limit Comprehensive General Liability Insurance policy with specific provisions covering Bodily Injuries, Property Damage, Premises Liability, Completed Operations, Products Liability and Hangar Keeper Liability.

Section 3. LESSEE shall name COUNTY as Additional Insured on

all Comprehensive General Liability policies and shall provide COUNTY with copies of Certificates of Insurance and the endorsement of Additional Insured each year as the policy is renewed. LESSEE shall also require insurer to provide COUNTY with a written notice of cancellation a minimum of thirty days before cancellation.

Section 4. If LESSEE cannot obtain any insurance required pursuant to this Lease because of its unavailability or unreasonably prohibitive cost, the Parties may renegotiate the terms of this Lease with respect to insurance requirements. During any such renegotiation, LESSEE shall not be considered in default under this Lease for failure to carry the insurance being renegotiated.

ARTICLE VI - INDEMNIFICATION

Section 1. LESSEE shall indemnify, defend and hold harmless COUNTY, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Lease which are the result of any act or omission of LESSEE, its agents, employees, or anyone acting under the direction or control or on behalf of LESSEE, its agents or employees.

Section 2. LESSEE shall not permit any mechanic's lien to be filed against the Premises or the improvements located on the Premises by reason of work, labor, services, or materials supplied or claimed to have been supplied, whether before or after the commencement of this lease. If any mechanic's lien is at any time filed against the Premises or any improvement on the Premises, LESSEE shall, as soon as possible after notice of the filing of the lien, cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If LESSEE fails to discharge the lien in a reasonable time, COUNTY may discharge such lien with LESSEE's approval or after a final judgment is rendered either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. If a foreclosure action initiated by a lienor results in a judgment in its favor, the COUNTY may, at its sole option, pay a full amount of a final judgment. Any amount paid or expended by COUNTY, including but not limited to costs and reasonable attorney's fees for any of such purposes, with interest at the legal rate from the date of payment, shall be repaid by LESSEE to COUNTY on demand. COUNTY's options under this Section shall be in addition to any other right or remedy COUNTY may have.

Section 3. LESSEE shall exercise reasonable care on the Premises and Airport and shall advise COUNTY when conditions which may pose an unreasonable risk of harm to members of the general

public are discovered. When LESSEE is advised by its employees or the COUNTY that an unsafe or dangerous condition exists on the Premises, LESSEE shall take reasonable steps to correct the condition and shall be responsible that members of the general public are not exposed to danger. No property belonging to the general public shall be stored in a building with an unsafe or dangerous condition until the defect is repaired.

ARTICLE VII - CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS ON THE PREMISES

Section 1. LESSEE may construct improvements related to or used in LESSEE's operation on the Premises if:

a. All proposed construction shall conform to the Airport Master Plan; and

b. LESSEE is not in default in the performance of any of the terms of this Lease; and

c. The Percentage Rent on the improvements is calculated and paid at the rate set forth in Article III of this Lease.

Section 2. LESSEE shall notify COUNTY in writing of its intention to construct improvements on the Premises. The written notice shall specify the location of the improvements together with a detailed site plan and architectural plans and specifications. Before beginning construction of any improvements, LESSEE shall obtain written consent from COUNTY indicating COUNTY's approval of the plans and specifications for and location of the proposed improvements, which consent shall not be unreasonably withheld. COUNTY may refuse to permit the construction or installation of any improvement if the type of construction or installation or the location of such improvement (1) does not meet COUNTY's reasonable and lawful requirements for safe use of the AIRPORT, (2) does not comply with the Pima County Building Code, (3) does not conform to the applicable laws of the State of Arizona, or (4) does not conform to the applicable regulations of the FAA. LESSEE shall have the right to make major alterations and modifications in any buildings, structures or other improvements now or hereafter constructed or installed in or on the Premises, subject to the provisions of this Section. Items of normal repair and maintenance and minor alterations and modifications need not be submitted to COUNTY for approval.

Section 3. Within thirty days after written notification of LESSEE's intention to construct improvements on the Premises, COUNTY shall notify LESSEE in writing of its acceptance or rejection of LESSEE's proposed improvements. If COUNTY gives its acceptance, such acceptance shall be subject to LESSEE's compliance with Part 77 of the FAA Regulations, as they may be amended. If

COUNTY rejects, it shall give detailed reasons therefore and recommended revisions for acceptance.

Section 4. All improvements shall be constructed at the sole cost and expense of LESSEE. Title to all improvements constructed, installed, erected or placed by LESSEE on the Premises shall remain under LESSEE for a minimum period of twelve (12) to fifteen (15) years from the initial date of this Lease, and/or, through the amortization schedule period, whichever occurs first. At that time Lessee, at its option, shall have the right to dedicate Title to the improvements to COUNTY.

Section 5. No permanent building, structure or other permanent improvement installed, constructed, erected or placed by LESSEE on the Premises shall be removed from the Premises without the prior written consent of COUNTY.

ARTICLE VIII - UTILITIES

Section 1. LESSEE shall pay for all public utility services supplied to it on the Premises, including electricity, gas, water and sewage service.

Section 2. COUNTY shall supply and retain the right to the use of utility lines supplied or currently located on the Premises and the right and duty to repair the same when necessary. LESSEE shall not be required to pay the cost of repairing currently existing or off-premises utilities. Utility repairs shall be done on a priority basis and shall be made so as not to unreasonably interfere with LESSEE's operations.

Section 3. LESSEE shall, at no cost or expense to COUNTY, provide all public utility and sewage connections which are needed for buildings, structures and other improvements constructed on the Premises by LESSEE.

Section 4. COUNTY shall grant reasonable rights-of-way on or across AIRPORT to public utility companies for the purpose of supplying LESSEE with utilities, but COUNTY reserves the right to designate the location of such rights-of-way.

Section 5. COUNTY shall provide an adequate water supply to LESSEE's operation and to other water users on the Premises. To meet this obligation, COUNTY may elect at its sole option and expense to connect the AIRPORT to a public water supply. COUNTY shall bear the cost of the maintenance of the water supply system. COUNTY may, at its sole option and expense, install a water meter and charge LESSEE for the water at commercial rates prevailing in the community for similarly situated water users.

ARTICLE IX - MAINTENANCE

Section 1. LESSEE shall keep and maintain the improvements on the Premises in a clean, good, safe and usable condition.

Section 2. COUNTY shall keep and maintain in good condition and repair in compliance with Federal Air Regulations (FARS), other applicable Federal and State laws, and with the COUNTY's approved maintenance plan, the following AIRPORT facilities located on the Premises and which the COUNTY owns:

a. Runways, taxiways, tie-downs and apron areas;
b. All permanent buildings and improvements constructed in accordance with Article VII;
c. Sewage and water systems;
d. Fences;
e. Vehicle parking areas; and
f. Landscaping.

Section 3. Upon discovery, LESSEE shall immediately notify COUNTY of any AIRPORT or Premises property in need of maintenance and repair. AIRPORT or Premises property owned by COUNTY shall be repaired on a priority basis if it adversely affects LESSEE's operation; otherwise, such repairs and maintenance shall be done on an expedited basis within a reasonable time.

Section 4. The condition of the AIRPORT, LESSEE's operation, and the Premises shall be subject to inspection at any time by COUNTY.

ARTICLE X - TAXES

LESSEE shall pay before delinquency any and all real property taxes levied against the Premises and the improvements thereon or personal property located in or on the Premises, all applicable taxes levied or assessed by any government body as a result of LESSEE's operations and all taxes which may be levied or assessed against LESSEE as the result of rentals payable under this Lease.

ARTICLE XI - RULES AND REGULATIONS

Section 1. LESSEE shall observe and obey all rules and regulations with respect to the use of the AIRPORT which have been or may in the future be adopted by COUNTY; provided, however, that such rules and regulations shall be consistent with rules, regulations and orders of the FAA and with the provisions of this Lease.

Section 2. If facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for

another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time.

Section 3. LESSEE, its successors in interest and assigns, do hereby covenant and agree that (1) No person on the grounds of race, color, physical disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the AIRPORT facilities, (2) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon no person on the grounds of race, color, physical disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time. With respect to physical disability, Lessee's facility requirements shall be fulfilled by compliance with current County Code.

Section 4. LESSEE shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof.

Section 5. If a complaint is lodged alleging non-compliance by LESSEE with Section 3 or 4 of this Article and an investigation and determination of non-compliance is made by a proper authority, LESSEE shall have a reasonable time but not less than thirty days to comply after receipt of written notice of such non-compliance from COUNTY. However, LESSEE shall retain all of its rights to administrative and judicial appeal. After final appeal, if any, failure by LESSEE to cure the affirmed noncompliance shall constitute a material breach of this Lease and COUNTY shall have the right to terminate this Lease and the estate hereby created in accordance with ARTICLE XVI, at the election of COUNTY. COUNTY may enforce Sections 3 and 4 of this Article through court action or any other legal remedy in lieu of termination.

Section 6. LESSEE shall insert Sections 2, 3 and 4 of this Article in any rental agreement, sub-operator's agreement and the like, by which LESSEE grants a right or privilege to any person, firm or corporation to render accommodations or services to the public on the Premises.

Section 7. COUNTY reserves the right to further develop or

improve the Air Navigation Facility and the landing and apron areas for the AIRPORT in coordination with the FAA for further growth and development. COUNTY shall use its best efforts to do so without interfering or hindering LESSEE's operation. LESSEE shall not be required to bear any of the cost or expense of construction and maintenance of such improvements.

Section 8. This Lease shall be subordinate to the provisions and requirements of any existing agreement between COUNTY and the United States or its agencies and departments relative to the development, operation or maintenance of AIRPORT.

Section 9. Nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. §1349), as amended.

Section 10. LESSEE shall insert the non-discrimination provisions of this Lease in any agreement or contract by which it grants a right or privilege to any person, firm or corporation under a Sublease.

Section 11. LESSEE shall conduct its operations and activities on the AIRPORT in compliance with all applicable regulations of the FAA and the Arizona Department of Aeronautics.

ARTICLE XII - SUPERIOR RIGHTS

Section 1. During time of war or national emergency, COUNTY may enter into agreements with the United States Government for use of part or all of the AIRPORT. COUNTY will coordinate any such agreement which affects LESSEE's operation with LESSEE in advance to the extent feasible. If any such agreement is executed by COUNTY, the provisions of this Lease, insofar as they are inconsistent with the provisions of any agreement made by COUNTY with the United States Government shall be superseded, and LESSEE shall have no claim against COUNTY for any loss or damage sustained by LESSEE because of the making of such agreement by COUNTY.

Section 2. The parties shall not be required to repair, replace, rebuild or construct any building or portion of any building so long as the obligated party is prevented from so doing by action of the United States Government. However, any insurance proceeds recovered by COUNTY for the aforesaid damages shall be paid over to LESSEE.

ARTICLE XIII - ENTRY UPON PREMISES

COUNTY may enter upon the Premises at any reasonable time for any purpose necessary, incidental to or in connection with the

exercise of its governmental functions, or to prevent waste, loss or destruction; however, any such entry shall be done in a manner which does not interfere with LESSEE's operation.

ARTICLE XIV - RESERVATION OF EASEMENT

Section 1. COUNTY hereby reserves for the use and benefit of aircraft using the AIRPORT a right of flight for the passage of aircraft in the airspace above the uppermost level of the construction on the Premises, together with the right to cause such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air using said airspace, or landing at, or taking off from, or operating on AIRPORT.

Section 2. LESSEE shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from AIRPORT or otherwise constitute a hazard. If this provision is violated, LESSEE shall immediately remedy the situation upon reasonable notice by COUNTY. If LESSEE does not immediately remedy the hazard, COUNTY may at its option enter upon the Premises and abate the hazard at the expense of LESSEE.

ARTICLE XV - ASSIGNMENT

Section 1. LESSEE shall not assign, sell, transfer, mortgage, sublease or pledge this Lease or any interest in it without first obtaining written consent from COUNTY, which consent shall not be unreasonably withheld. COUNTY hereby expressly authorizes LESSEE to enter into a sublease with B&F Enterprises for a period of ten years. Any change in principal ownership or control of LESSEE shall be considered an assignment of rights under this Lease. Any assignment of this Lease by LESSEE shall be upon the following conditions:

a. Any assignment of this Lease shall be in writing, signed by all Parties to this Lease, and signed by the assignee.

b. Neither the execution of an assignment nor the assignment nor the acceptance of any sums by COUNTY from LESSEE's Assignee shall release or in any manner affect LESSEE's liability to COUNTY except as provided for in "d" below.

c. Any assignment of this Lease shall provide that assignee assumes and agrees to perform all of the terms, covenants and agreement which LESSEE has agreed to perform under this Lease, and that Assignee shall become jointly and severally liable with LESSEE or any successor in interest of LESSEE for the performance

of the terms and covenants of this Agreement.

d. COUNTY shall enter into a new agreement/novation with Assignee providing COUNTY approves Assignee's financial and operative capabilities. Such approval shall not be unreasonably withheld. COUNTY shall thereafter rely solely on Assignee, and LESSEE shall have no further liability to COUNTY under this Lease.

e. Any assignment or transfer whatsoever or pledge or mortgage made contrary to the terms of this Article shall be void.

ARTICLE XVI - TERMINATION BY COUNTY

Section 1. If LESSEE defaults in the payment of any sums due COUNTY under this Lease or defaults by the nonperformance of some other obligation set forth in this Lease, LESSEE shall have sixty days after written notice is served in accordance with Article XX to cure or remedy the default. If LESSEE fails to cure or remedy the default within sixty days after such notice has been served, COUNTY may, at its option, and without prejudice to any other right or remedy, terminate this Lease and recover possession of the Premises by summary proceedings.

Section 2. No waiver by COUNTY of a default in any of the terms, covenants or conditions of this Lease shall be construed to be or act as a waiver of any subsequent default.

Section 3. All remedies granted to COUNTY under this Article are cumulative and are in addition to any other rights COUNTY may have as a matter of law.

ARTICLE XVII - TERMINATION BY LESSEE

Section 1. LESSEE may terminate this Agreement upon thirty days written notice given in accordance with ARTICLE XX, upon or after the happening of or during the continuation of any of the following events:

a. The inability of LESSEE to use, for a period of ninety days, any portion of the Premises or improvements thereon, because of any law, rule, regulation or other action or failure to act on the part of any United States governmental authority having jurisdiction thereof.

b. The material default by COUNTY under this Lease and the failure of COUNTY to remedy such default within thirty days after receipt of written request or demand from LESSEE to remedy the same.

c. The assumption by the United States Government or any authorized agency thereof of the operation or control of AIRPORT or

any part of it in a way that substantially restricts LESSEE for a period of thirty days from conducting its operations on the Premises.

Section 2. If the basis for termination by LESSEE ceases to exist prior to a termination, the right to terminate on such basis shall cease.

Section 3. No waiver by LESSEE of a default in any of the terms, covenants or conditions of this Lease shall be construed to be or act as a waiver of any subsequent default.

ARTICLE XVIII - SURRENDER OF POSSESSION CONDITION OF PREMISES

Section 1. Upon the expiration or earlier termination of this Lease, LESSEE shall immediately surrender the Premises to COUNTY.

Section 2. The Premises and improvements shall be returned to COUNTY in the same condition as maintained by LESSEE during its operation prior to surrender.

Section 3. All permanent buildings, structures and improvements constructed, installed, erected or placed by LESSEE on the Premises shall be the property of LESSEE, who shall dedicate the property to COUNTY during the term of this Lease. Not later than thirty days after the expiration or termination of this Lease, LESSEE shall remove any and all signs, trade fixtures, machinery and equipment from the Premises. LESSEE shall repair any damage caused by such removal. Upon failure of LESSEE to remove such personal property within the thirty day period, COUNTY may at its option cause the personal property to be removed and charge LESSEE the actual costs of such removal or take title to the personal property.

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Unless specifically indicated otherwise, no remedy, right, option or election set forth in any provisions of this Lease shall be deemed exclusive; rather, each shall be cumulative with other remedies in law or equity. This Lease shall be deemed both a contract between the Parties and a declaration of conditions, covenants and restrictions running with the land for the duration of the Lease term or any extensions thereof.

Section 2. No circumstance in which COUNTY or LESSEE expressly or impliedly consents to, suffers, or permits the doing by the other of any act or omission under this Lease shall be

construed to be or shall be a waiver of any provision or condition of this Lease or shall be construed to condone any future breaches, unless the provision or condition in question is expressly waived in writing by the waiving party.

Section 3. Time is of the essence in the performance of all terms and conditions of this Lease.

Section 4. If LESSEE becomes insolvent and incapable of properly conducting its operations under this Lease, this Lease may be terminated at the option of COUNTY. This provision shall not apply to a reorganization under Chapter 11 of the United States Bankruptcy Code.

Section 5. This instrument contains the entire agreement between the parties, and no statement, promise or inducements made by either party or agent of either party that is not contained in this instrument shall be valid or binding.

Section 6. This Lease may not be enlarged, modified or altered except in writing by the parties.

ARTICLE XX - NOTICES

Section 1. Notices to COUNTY in connection with this Lease shall be sufficiently served if hand delivered or sent by certified mail, postage prepaid, to COUNTY at the following address:

Pima County Department of Transportation
and Flood Control District
1313 South Mission Road
Tucson, Arizona 85713

with a copy to:

Pima County Attorney
Civil Division
32 North Stone, Suite 1500
Tucson, Arizona 85701

Section 2. Notices to LESSEE in connection with this Lease shall be sufficient service if hand delivered or sent by certified mail, postage prepaid, to LESSEE at the following address:

Pima Aviation, Inc.
P.O. Box 5367
Tucson, Arizona 85703

with a copy to:

Gary L. Abrams
Pima Aviation, Inc.
Avra Valley Airport
Tucson, Arizona 85653

Section 3. Service of any notice or demand by hand delivery shall be deemed complete upon the date of delivery. Service of any notice or demand by certified mail shall be deemed complete upon receipt.

Section 4. Either party may change its address to such other addresses as such party may designate to the other in writing from time to time.

ARTICLE XXI - ABANDONMENT

If the Premises are abandoned, deserted or vacated by LESSEE for thirty days or more, COUNTY may, at its option, terminate this Lease and reenter and repossess the Premises without liability to LESSEE.

ARTICLE XXII - SUCCESSORS AND ASSIGNS BOUND

All the terms, covenants and conditions of this Lease shall inure to and bind the successors and assigns of the parties to this Lease except as provided for in Paragraph d, Section 1, Article XV, above.

ARTICLE XXIII - ARTICLE HEADINGS

The article headings in this Lease are for convenience and reference only and are not intended to define or limit the scope of any provision of this Lease.

ARTICLE XXIV - SEVERABILITY

If any term or condition of this Lease is invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

ARTICLE XXV - APPLICABLE LAW

This Lease shall be governed by the laws of the State of Arizona, and any actions to enforce or interpret the terms and provisions of this Lease shall be brought and maintained in Pima County, Arizona.

ARTICLE XXVI - WARRANTY

Section 1. The undersigned signatory for LESSEE warrants that he or she has authority to enter into this Lease for and on behalf of LESSEE.

Section 2. This Lease shall be effective on the last signature date indicated below.

Section 3. LESSEE shall be entitled to record this Lease and any extensions thereof in the County Recorder's Office.

IN WITNESS WHEREOF, the Parties have affixed their signatures below.

PIMA AVIATION, INC. ("LESSEE")

By Harold L. Abrams 8-6-8 9!
Date

Its PRESIDENT

PIMA COUNTY BOARD OF SUPERVISORS

By [signature] FEB 1 2 1991
Chairman Date

ATTEST:

[signature] FEB 1 2 1991
Clerk of the Board Date

APPROVED BY PIMA COUNTY
DEPARTMENT OF TRANSPORTATION

By _____

APPROVED AS TO FORM:

_____ 2/8/91
Deputy County Attorney Date

EXHIBIT A

LEGAL DESCRIPTION

JUMP SITE

All that portion of the Southeast Quarter of Section 4 and the Northeast Quarter of Section 9, Township 12 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the Quarter Corner common to said Sections 4 and 9, said point being the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 57 minutes 06 seconds East, along the west line of the Northeast Quarter of Section 9, 574.12 feet to a point;

THENCE South 89 degrees 39 minutes 41 seconds East, 680.06 feet to a point of cusp with a curve concave to the East, having a radius of 200.25 feet and to which point a radial line bears South 64 degrees 28 minutes 16 seconds West;

THENCE Northerly along said curve, through a central angle of 25 degrees 52 minutes 03 seconds, an arc distance of 90.41 feet to a point of tangency;

THENCE North 00 degrees 20 minutes 19 seconds East, 484.82 feet to a point of curvature;

THENCE Northerly along a curve concave to the East, having a radius of 202.49 feet, through a central angle of 25 degrees 42 minutes 02 seconds, an arc distance of 90.83 feet to a point of cusp;

THENCE North 89 degrees 39 minutes 41 seconds West, 694.25 feet to a point on the west line of the Southeast Quarter of said Section 4;

THENCE South 00 degrees 31 minutes 25 seconds East along the west line of said Southwest Quarter of Section 4, 86.03 feet to a point, said point being the TRUE POINT OF BEGINNING.

The above described parcel of land being 10.14 acres.

The basis of bearing for the above description is South 00 degrees 57 minutes 06 seconds East along the West line of the Northeast Quarter of Section 9.

Council-Regular Meeting **A4**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: June 20, 2017

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

Subject: PUBLIC HEARING: Resolution No. GFCFD 2017-02: [Marana Town Council acting as the Gladden Farms Community Facilities District Board of Directors]: A Resolution of the District Board of the Gladden Farms Community Facilities District, Pima County, Arizona, approving the final budget for the Gladden Farms Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

Discussion:

On May 16, 2017 the Board of Directors adopted a tentative budget for Gladden Farms Community Facilities District (GFCFD). The tentative and final budget include an ad valorem tax levy of $2.80 per one hundred ($100) of assessed valuation.

After conducting a public hearing, the District Board is being asked to adopt Resolution GFCFD 2017-02, adopting the final budget and establishing an ad valorem tax levy of $2.80 per one hundred ($100) of assessed valuation for fiscal year 2017-2018.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$2,049,643

Establishment of the final budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution GFCFD 2017-02, adopting the final budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. GFCFD 2017-02, adopting the final budget for the Gladden Farms Community Facilities District for fiscal year 2017-2018.

Attachments

Resolution No. GFCFD 2017-02

Gladden Farms CFD Final Budget

Gladden Farms CFD Published Notice

RESOLUTION NO. GFCFD 2017-02

A RESOLUTION OF THE DISTRICT BOARD OF THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, APPROVING THE FINAL BUDGET BY THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT BOARD FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

WHEREAS, in accordance with Title 48, Section 716, Arizona Revised Statutes, and following public notice, the Board met on May 16, 2017 at which meeting any taxpayer in the District was privileged to appear and be heard in favor of or against any of the proposed expenditures or tax levies; and

WHEREAS, it appears that publication has been duly made, as required by law, of said proposed budget together with a notice that the District Board would meet on June 20, 2017, at or after 7:00 P.M., in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona, for the purpose of making tax levies as set forth in said estimates; and

NOW THEREFORE, BE IT RESOLVED that the Gladden Farms Community Facilities District budget in the amount of $2,049,643 is hereby adopted as the budget of the Gladden Farms Community Facilities District, Pima County, Arizona for the fiscal year 2017-2018.

PASSED AND ADOPTED by the District Board of Gladden Farms Community Facilities District, Pima County, Arizona, this 20th day of June, 2017.

_____
Ed Honea, District Chairman

ATTEST:

_____
Jocelyn C. Bronson, District Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, District Counsel

Attachment: Statements & Schedules

GLADDEN FARMS COMMUNITY FACILITIES DISTRICT (GFCFD)
FINAL BUDGET AND SUMMARY SCHEDULE
OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 54,272	$ 54,272	$ 47,184	$ 58,912
Property Tax- Secondary (Debt Service)	452,269	452,269	443,224	490,934
Developer Contributions	264,603	264,603	266,167	10,229
Total Revenues	771,144	771,144	756,575	560,075
EXPENDITURES				
CFD Administration	5,000	5,000	3,750	5,000
Costs of Issuance	100,000	100,000	489,004	100,000
Accounting/Auditing	2,500	2,500	1,150	2,500
Public Notification Expenses	1,000	1,000	52	1,000
Consultant Services	15,000	15,000	4,000	15,000
Outside Legal Counsel	5,000	5,000	-	5,000
Debt Service	696,872	696,872	696,872	481,163
Trustee Fees	20,000	20,000	12,519	20,000
Capital Improvements Acquisition	900,000	900,000	395,480	900,000
Maintenance and Operation	452,772	452,772	47,000	469,980
Replacement Reserve	50,000	50,000	-	50,000
Total Expenditures	2,248,144	2,248,144	1,649,827	2,049,643
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,477,000)	(1,477,000)	(893,252)	(1,489,568)
Other Financing Sources (Uses)				
Bond Proceeds	1,000,000	1,000,000	7,955,000	1,000,000
Bond Premium	-	-	872,957	
Refunded Bond Escrow Payment	-	-	(7,935,148)	
Total Other Financing Sources	1,000,000	1,000,000	892,809	1,000,000
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(477,000)	(477,000)	(443)	(489,568)
BEGINNING FUND BALANCE	1,328,032	1,328,032	1,328,032	1,327,589
ENDING FUND BALANCE	$ 851,032	$ 851,032	$ 1,327,589	$ 838,021

GLADDEN FARMS COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE GLADDEN FARMS COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Gladden Farms Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this 1st day of June, 2017

/s/ Gilbert Davidson

……..

District Manager
Gladden Farms Community Facilities District

Published: June 8th, 2017

Council-Regular Meeting **A5**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: June 20, 2017

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

Subject: PUBLIC HEARING: Resolution No. GFCFD2 2017-02: [Marana Town Council acting as the Gladden Farms (Phase II) Community Facilities District Board of Directors]: A Resolution of the District Board of the Gladden Farms (Phase II) Community Facilities District, Pima County, Arizona, approving the final budget for the Gladden Farms (Phase II) Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

Discussion:

On May 16, 2017 the District Board adopted a tentative budget for Gladden Farms (Phase II) Community Facilities District (GFCFD2).

The final budget will include an ad valorem tax levy of $0.30 per one hundred ($100) of assessed valuation for operations and maintenance costs of the district for fiscal year 2017-2018. After conducting a public hearing, the District Board is being asked to adopt Resolution GFCFD2 2017-02, adopting the final budget.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$213

Establishment of the final budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution No. GFCFD2 2017-02, adopting the final budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. GFCFD2 2017-02, adopting the final budget for the Gladden Farms (Phase II) Community Facilities District for fiscal year 2017-2018.

Attachments

Resolution No. GFCFD2 2017-02

Gladden Farms (Phase II) CFD Final Budget

Gladden Farms (Phase II) CFD Published Notice

RESOLUTION NO. GFCFD2 2017-02

A RESOLUTION OF THE DISTRICT BOARD OF THE GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, APPROVING THE FINAL BUDGET BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT BOARD FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

WHEREAS, in accordance with Title 48, Section 716, Arizona Revised Statutes, and following public notice, the Board met on May 16, 2017 at which meeting any taxpayer in the District was privileged to appear and be heard in favor of or against any of the proposed expenditures or tax levies; and

WHEREAS, it appears that publication has been duly made, as required by law, of said proposed budget together with a notice that the District Board would meet on June 20, 2017, at or after 7:00 P.M., in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona, for the purpose of making tax levies as set forth in said estimates; and

NOW THEREFORE, BE IT RESOLVED that the Gladden Farms (Phase II) Community Facilities District budget in the amount of $213 is hereby adopted as the budget of the Gladden Farms Community Facilities District, Pima County, Arizona for the fiscal year 2017-2018.

PASSED AND ADOPTED by the District Board of Gladden Farms Community Facilities District, Pima County, Arizona, this 20th day of June, 2017.

_____
Ed Honea, District Chairman

ATTEST:

_____
Jocelyn C. Bronson, District Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, District Counsel

Attachment: Statements & Schedules

GLADDEN FARMS (Phase II) COMMUNITY FACILITIES DISTRICT (GFCFD2)
FINAL BUDGET AND SUMMARY SCHEDULE
OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 172	$ 172	$ 169	$ 199
Property Tax- Secondary (Debt Service)	-	-	-	-
Developer Contributions	-	-	-	-
Total Revenues	172	172	169	199
EXPENDITURES				
CFD Administration	100	100	50	100
Costs of Issuance	-	-	-	-
Accounting/Auditing	-	-	-	-
Public Notification Expenses	52	52	52	52
Consultant Services	-	-	-	-
Outside Legal Counsel	-	-	-	-
Debt Service	-	-	-	-
Trustee Fees	-	-	-	-
Capital Improvements Acquisition	-	-	-	-
Maintenance and Operation	61	61	-	61
Replacement Reserve	-	-	-	-
Total Expenditures	213	213	102	213
Excess (Deficiency) of Revenues Over (Under) Expenditures	(41)	(41)	67	(14)
Other Financing Sources (Uses)				
Bond Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	(41)	(41)	67	(14)
BEGINNING FUND BALANCE	25,027	25,027	25,000	25,067
ENDING FUND BALANCE	$ 24,986	$ 24,986	$ 25,067	$ 25,053

GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of Gladden Farms (Phase II) Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this 1st day of June, 2017

/s/ Gilbert Davidson

……..
District Manager
Gladden Farms (Phase II) Community Facilities District

Published: June 8th, 2017

Council-Regular Meeting **A6**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: June 20, 2017

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

Subject: PUBLIC HEARING: Resolution No. SSCFD 2017-02: [Marana Town Council acting as the Saguaro Springs Community Facilities District Board of Directors]: A Resolution of the District Board of the Saguaro Springs Community Facilities District, Pima County, Arizona, approving the final budget for the Saguaro Springs Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

Discussion:

On May 16, 2017 the Board of Directors adopted a tentative budget for Saguaro Springs Community Facilities District (SSCFD). The tentative and final budget include an ad valorem tax levy of $0.30 per one hundred ($100) of assessed valuation.

After conducting a public hearing, the District Board is being asked to adopt Resolution SSCFD 2017-02, adopting the final budget and establishing an ad valorem tax levy of $0.30 per one hundred ($100) of assessed valuation for FY 2017-2018 for operations and maintenance.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$4,892,000

Establishment of the final budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution No. SSCFD 2017-02, adopting the final budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. SSCFD 2017-02, adopting the final budget for the Saguaro Springs Community Facilities District for fiscal year 2017-2018.

Attachments

Resolution No. SSCFD 2017-02

Saguaro Springs CFD Final Budget

Saguaro Springs CFD Published Notice

RESOLUTION NO. SSCFD 2017-02

A RESOLUTION OF THE DISTRICT BOARD OF THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, APPROVING THE FINAL BUDGET BY THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT BOARD FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

WHEREAS, in accordance with Title 48, Section 716, Arizona Revised Statutes, and following public notice, the Board met on May 16, 2017 at which meeting any taxpayer in the District was privileged to appear and be heard in favor of or against any of the proposed expenditures or tax levies; and

WHEREAS, it appears that publication has been duly made, as required by law, of said proposed budget together with a notice that the District Board would meet on June 20, 2017, at or after 7:00 P.M., in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona, for the purpose of making tax levies as set forth in said estimates; and

NOW THEREFORE, BE IT RESOLVED that the Saguaro Springs Community Facilities District budget in the amount of $4,892,000 is hereby adopted as the budget of the Saguaro Springs Community Facilities District, Pima County, Arizona for the fiscal year 2017-2018.

PASSED AND ADOPTED by the District Board of Saguaro Springs Community Facilities District, Pima County, Arizona, this 20th day of June, 2017.

_____
Ed Honea, District Chairman

ATTEST:

_____
Jocelyn C. Bronson, District Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, District Counsel

Attachment: Statements & Schedules

SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT (SSCFD)
FINAL BUDGET AND SUMMARY SCHEDULE OF ESTIMATED
REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 12,150	$ 12,150	$ 11,786	$ 19,230
Property Tax- Secondary (Debt Service)	-	-	-	-
Developer Contributions	384,086	384,086	-	384,086
Total Revenues	396,236	396,236	11,786	403,316
EXPENDITURES				
CFD Administration	10,000	10,000	1,250	10,000
Costs of Issuance	450,000	450,000	-	450,000
Accounting/Auditing	2,500	2,500	150	2,500
Public Notification Expenses	2,000	2,000	52	2,000
Consultant Services	15,000	15,000	-	15,000
Outside Legal Counsel	10,000	10,000	-	10,000
Debt Service	250,000	250,000	-	250,000
Trustee Fees	2,500	2,500	-	2,500
Capital Improvements Acquisition	4,000,000	4,000,000	-	4,000,000
Maintenance and Operation	50,000	50,000	-	50,000
Replacement Reserve	100,000	100,000	-	100,000
Total Expenditures	4,892,000	4,892,000	1,452	4,892,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,495,764)	(4,495,764)	10,334	(4,488,684)
Other Financing Sources (Uses)				
Bond Proceeds	4,500,000	4,500,000	-	4,500,000
Total Other Financing Sources	4,500,000	4,500,000	-	4,500,000
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	4,236	4,236	10,334	11,316
BEGINNING FUND BALANCE	30,260	30,260	63,076	73,410
ENDING FUND BALANCE	$ 34,496	$ 34,496	$ 73,410	$ 84,726

SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of Saguaro Springs Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this 1st day of June, 2017

/s/ Gilbert Davidson

……..

District Manager
Saguaro Springs Community Facilities District

Published: June 8th, 2017

Council-Regular Meeting **A7**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: June 20, 2017

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

Subject: PUBLIC HEARING: Resolution No. VFCFD 2017-02: [Marana Town Council acting as the Vanderbilt Farms Community Facilities District Board of Directors]: A Resolution of the District Board of the Vanderbilt Farms Community Facilities District, Pima County, Arizona, approving the final budget for the Vanderbilt Farms Community Facilities District for the fiscal year beginning July 1, 2017 and ending June 30, 2018 (Erik Montague)

Discussion:

On May 16, 2017, the Board of Directors adopted a tentative budget for Vanderbilt Farms Community Facilities District (VFCFD). The tentative and final budget include an ad valorem tax levy of $0.30 per one hundred ($100) of assessed valuation. The debt component $2.50 per $100 of assessed valuation will not be levied as no general obligation debt has been issued.

After conducting a public hearing, the District Board is being asked to adopt Resolution No. VFCFD 2017-02, adopting the final budget and establishing an ad valorem tax levy of $0.30 per one hundred ($100) of assessed valuation for fiscal year 2017-2018.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$32,236

Establishment of the final budget for fiscal year 2017-2018.

Staff Recommendation:

Staff recommends adoption of Resolution No. VFCFD 2017-02, adopting the final budget for fiscal year 2017-2018.

Suggested Motion:

I move to adopt Resolution No. VFCFD 2017-02, adopting the final budget for the Vanderbilt Farms Community Facilities District for fiscal year 2017-2018.

Attachments

Resolution No. VFCFD 2017-02

Vanderbilt Farms CFD Final Budget

Vanderbilt Farms CFD Published Notice

RESOLUTION NO. VFCFD 2017-02

A RESOLUTION OF THE DISTRICT BOARD OF THE VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT, PIMA COUNTY, ARIZONA, APPROVING THE FINAL BUDGET BY THE VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT BOARD FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018.

WHEREAS, in accordance with Title 48, Section 716, Arizona Revised Statutes, and following public notice, the Board met on May 16, 2017 at which meeting any taxpayer in the District was privileged to appear and be heard in favor of or against any of the proposed expenditures or tax levies; and

WHEREAS, it appears that publication has been duly made, as required by law, of said proposed budget together with a notice that the District Board would meet on June 20, 2017, at or after 7:00 P.M., in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona, for the purpose of making tax levies as set forth in said estimates; and

NOW THEREFORE, BE IT RESOLVED that the Vanderbilt Farms Community Facilities District budget in the amount of $32,236 is hereby adopted as the budget of the Vanderbilt Farms Community Facilities District, Pima County, Arizona for the fiscal year 2017-2018.

PASSED AND ADOPTED by the District Board of Vanderbilt Farms Community Facilities District, Pima County, Arizona, this 20th day of June, 2017.

_____
Ed Honea, District Chairman

ATTEST:

_____
Jocelyn C. Bronson, District Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, District Counsel

Attachment: Statements & Schedules

VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT (VFCFD)
FINAL BUDGET AND SUMMARY SCHEDULE OF ESTIMATED
REVENUES AND EXPENDITURES
FISCAL YEAR 2017-18

REVENUES	FY 2017 Adopted Budget	FY 2017 Amended Budget	FY 2017 Estimated Acutal	FY 2018 Budget
Property Tax - General (Operating)	$ 2,355	$ 2,355	$ 2,308	$ 2,397
Property Tax- Secondary (Debt Service)	-	-	-	-
Developer Contributions	29,839	29,839	-	29,839
Total Revenues	32,194	32,194	2,308	32,236
EXPENDITURES				
CFD Administration	500	500	150	500
Costs of Issuance	-	-	-	-
Accounting/Auditing	2,500	2,500	-	2,500
Public Notification Expenses	50	50	52	50
Consultant Services	15,000	15,000	-	15,000
Outside Legal Counsel	10,000	10,000	-	10,000
Debt Service	-	-	-	-
Trustee Fees	-	-	-	-
Capital Improvements Acquisition	-	-	-	-
Maintenance and Operation	4,144	4,144	-	4,186
Replacement Reserve	-	-	-	-
Total Expenditures	32,194	32,194	202	32,236
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	2,106	-
Other Financing Sources (Uses)				
Bond Proceeds	-	-	-	-
Total Other Financing Sources	-	-	-	-
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	-	-	2,106	-
BEGINNING FUND BALANCE	27,471	27,471	25,000	27,106
ENDING FUND BALANCE	$ 27,471	$ 27,471	$ 27,106	$ 27,106

VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT
NOTICE OF FILING STATEMENTS AND ESTIMATES
AND
NOTICE OF PUBLIC HEARING

NOTICE OF FILING STATEMENTS AND ESTIMATES OF THE OPERATION AND MAINTENANCE EXPENSES OF THE VANDERBILT FARMS COMMUNITY FACILITIES DISTRICT, THE COSTS OF CAPITAL IMPROVEMENTS TO BE FINANCED BY THE AD VALOREM TAX LEVY, AND THE AMOUNT OF ALL OTHER EXPENDITURES FOR PUBLIC INFRASTRUCTURE AND ENHANCED MUNICIPAL SERVICES PROPOSED TO BE PAID FROM THE TAX LEVY AND OF THE AMOUNT TO BE RAISED TO PAY GENERAL OBLIGATION BONDS OF THE DISTRICT; AND NOTICE OF A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017-2018 BUDGET OF THE DISTRICT, INCLUDING A HEARING ON THOSE PORTIONS OF THE STATEMENTS AND ESTIMATES NOT RELATING TO DEBT SERVICE ON GENERAL OBLIGATION BONDS.

Notice is hereby given that statements and estimates have been filed in the Office of the District Clerk of the Vanderbilt Farms Community Facilities District of the operation and maintenance expenses of the District, the costs of capital improvements to be financed by the voter-approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the District, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the District. Notice is further given of a public hearing on the proposed Fiscal Year 2017-2018 budget of the District, including (but not limited to) a hearing on those portions of the statements and estimates not relating to debt service on general obligation bonds, all pursuant to Arizona Revised Statutes §§48-716 and 48-723. Such hearing will be held by the District Board on Tuesday, June 20, 2017, at or after 7:00 p.m. in the council chambers of the Town of Marana Civic Center, 11555 W. Civic Center Drive, Marana, Arizona. Copies of the budget are available from the Office of the District Treasurer, 11555 W. Civic Center Drive, Town of Marana, Arizona 85653, telephone number: (520) 382-1900.

Dated this 1st day of June, 2017

/s/ Gilbert Davidson

……..
District Manager
Vanderbilt Farms Community Facilities District

Published: June 8th, 2017

Council-Regular Meeting **A8**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Curt Woody, Director of Economic Development and Tourism

From: Heath Vescovi-Chiordi, Management Assistant

Date: June 20, 2017

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Marana Strategic Plan III Commerce Focus Area includes principle statements to support commerce and business by being creative and flexible, and to seek and retain diverse industries and commerce in order to promote sustainable economic health.

Subject: Resolution No. 2017-064: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal Year 2017-2018 to support the operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "Build Business and Community Relationships." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. The Town and the Chamber have for many years worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 17-18, the Town will provide $45,000 in funding for the Chamber operation of the Marana Visitor Center, as well as funding of other activities undertaken by the Chamber pursuant to the agreement. Under the agreement, the Chamber will:

1. Operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information

Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center.

2. Provide a link to the Town's tourism website for visitor information.

3. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

4. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution.

5. Organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

6. Collaborate with the Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town.

8. Partner with the Town on supporting businesses during the closure of I-10 and Ina Road for the scheduled construction project at that location.

The Chamber will monitor and report quarterly on progress in each of these categories.

The term of the agreement is one year, expiring on June 30, 2018.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$45,000

Staff Recommendation:

Staff recommends approval of the funding agreement.

Suggested Motion:

I move to adopt Resolution No. 2017-064, approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2017-2018 to support operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

MARANA RESOLUTION NO. 2017-064

RELATING TO ECONOMIC DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2017-2018 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS the Marana Strategic Plan III includes "Commerce" as a focus area with principle statements to support commerce and business by being creative and flexible and to seek and retain diverse industries and commerce in order to promote sustainable economic health; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

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

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

SECTION 1. The funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for FY 2017-2018, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of June, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

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

RECITALS

A. Town has established a need for economic development activities to ensure a sustainable community.

B. Commerce is identified as one of the five focus areas of the Marana Strategic Plan, adopted by the Town Council in February 2009, the Marana Strategic Plan II, adopted in March 2012 and Strategic Plan III, adopted in January 2015.

C. Chamber operates a Visitor Center and provides other services for the community that provide information about Town's attractions and business services benefitting the Town and its residents.

D. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

E. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits $45,000 of funding from Town's Fiscal Year 2017-2018 budget to Chamber to assist in funding Chamber's activities under this Agreement.

Section 2. Outputs. Between July 1, 2017 and June 30, 2018, Chamber hereby agrees to provide the following outputs with Town general assistance funding provided under this agreement:

2.1. Chamber will operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

2.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

2.3. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

2.4. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories for its own distribution.

2.5. Chamber will organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

2.6. Chamber will collaborate with Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

2.7. Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town.

2.8. Chamber will partner with Town on supporting businesses during the closure of I10 and Ina Road for the scheduled construction project at that location.

Section 3. Payments. Town shall pay Chamber in three installments of $15,000.00 each, once per quarter, except the fourth quarter of Town's fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 4. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form at-

tached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 2 of this Agreement. Town may additionally request a written or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 2 of this Agreement.

Section 5. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

5.1. $1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

5.2. $1,000,000 per occurrence business automobile liability (if the Chamber has vehicles).

5.3. $1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

5.4. State of Arizona minimum workers' compensation coverage (if Chamber has paid staff).

5.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 6. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

6.1. Articles of incorporation.

6.2. Current bylaws.

6.3. List of current members of Chamber's Board of Directors.

6.4. Current fiscal year's budget approved by Chamber's Board of Directors.

6.5. Internal Revenue Service designation letter.

Section 7. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 5 above or to Chamber's corporate documentation listed in Section 6 above shall be provided to the Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 5 above or that in the Town's

reasonable opinion materially affect the Chamber's ability to deliver the outputs set forth in Section 2 above constitute default for which Town may withhold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 8. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 10 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 8.1 and 8.2 below.

8.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

8.2. Arbitration. If mediation (paragraph 8.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 9. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in con-

tract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 10. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13881 North Casa Grande Highway
Marana, Arizona 85653

Section 11. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 12. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 13. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 14. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 15. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 16. Time Essence. Time is of the essence for purposes of this Agreement.

Section 17. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 18. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 19. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 20. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 22. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 23. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual execut-

ing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 24. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 26. Interpretation. This Agreement has been negotiated by Town and Chamber, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 27. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 28. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 29. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 30. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 31. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on July 1, 2018, unless sooner terminated by the mutual consent of the Parties.

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

Chamber:
MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: Ed Stolmaker
Printed: Ed Stolmaker
Its: CEO
Date: 6/8/17

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

EXHIBITS

A. Payment Request Form

B. Quarterly Report Form

TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2017-2018)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: Title:

Authorized by: _____
Authorized Signer Date:

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: $ _____

+ / - Adjustments (Program Income/Other): $ _____

Net Request This Period: $ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	$ 45,000.00	$ -0-	$ -0-	$ 45,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	$	$	$	$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: ☐ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana
Quarterly Report – Exhibit B
Fiscal Year 2017-2018

Agency Name: Marana Chamber of Commerce, Inc. **Project:** Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1- September 30 2017	October 1- December 31 2017	January 1- March 31 2018	April 1- June 30 2018	Year-to- Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Membership Directories. **Data Source:** Chamber records						
Output: The Chamber will distribute 5,000 Marana maps to area merchants, visitor centers, and attractions. **Data Source:** Chamber records						
Output: The Visitor's Center will operate the Monday – Friday, 8:30 am – 4:30 pm observing regular holidays. **Data Source:** Calendar						
Output: The Chamber will track the number of hits on the Visitor section on its website. **Data Source:** Website Counter						
Output: The Visitor's Center will track the number of visitors to the center. **Data Source:** Chamber records						

Council-Regular Meeting **A9**

Meeting Date: 06/20/2017

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-065: Relating to Administration; approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Town Manager Gilbert Davidson (Jane Fairall)

Discussion:

The Town Council approved an employment agreement with Town Manager Gilbert Davidson on July 15, 2008, via adoption of Resolution No. 2008-95. This agreement was subsequently amended in June of 2009 and in June of 2011 to readopt the severance provision of the agreement upon the seating of a new Council. On July 2, 2013, the Council amended the agreement via adoption of Resolution No. 2013-067, increasing the Town Manager's salary and making various other revisions, including removing the provisions requiring termination and re-adoption of the severance provisions of the agreement.

On June 30, 2015, the Council approved a motion to authorize the Mayor to execute a two-year contract with Mr. Davidson, from July 1, 2015 through June 30, 2017, under the same terms as the 2013 agreement, but with a salary of $190,000 and a provision allowing the Town to purchase 100 hours of the Town Manager's accrued vacation leave from the Town Manager within 30 days of the effective date of the agreement. A copy of the 2015 agreement is included in the Council packet for the Council's information and convenience.

At the Council's June 6, 2017 meeting, the Council voted to enter into a new employment agreement with Mr. Davidson for two years, with a salary of $195,000 in the first year and $200,000 in the second year, and with an option allowing Mr. Davidson to request, at any time during the term of the agreement, that the Town purchase up to 100 hours of accrued vacation leave from Mr. Davidson.

Town staff has prepared the Employment Agreement with the requested changes. In addition, Town staff changed all references to "personal leave" in the agreement to "managed time off

(MTO) leave" in accordance with the Town's revised Personnel Policies and Procedures. The new Employment Agreement is attached.

The Mayor requested that this item be placed on the agenda for tonight's meeting.

Financial Impact:

Any changes to the agreement that result in an increase in costs should be able to be absorbed within existing budgetary capacity for the FY 2018 budget.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2017-065, approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Town Manager Gilbert Davidson.

Attachments

Resolution No. 2017-065

Exhibit A - Employment Agreement

2015-2017 Employment Agreement

MARANA RESOLUTION NO. 2017-065

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TOWN MANAGER GILBERT DAVIDSON

WHEREAS on June 30, 2015, the Town Council approved and authorized the Mayor to execute an Employment Agreement with Town Manager Gilbert Davidson for the time period of July 1, 2015 through June 30, 2017; and

WHEREAS the Town Council now desires to enter into a new employment agreement with the Town Manager to set the terms and conditions of the Town Manager's employment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Employment Agreement with Town Manager Gilbert Davidson attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute it on behalf of the Town.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June, 2017.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND GILBERT DAVIDSON

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and GILBERT DAVIDSON (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on July 1, 2008, the Town Council appointed the Town Manager to the position of town manager of the Town effective July 11, 2008.

D. The Parties entered into an employment agreement (the "Original Agreement") dated July 16, 2008, approved by the Town Council by the adoption of Marana Resolution No. 2008-95 on July 15, 2008, which Original Agreement was subsequently amended on June 16, 2009, and June 21, 2011.

E. The Parties entered into a new employment agreement dated July 3, 2013, approved by the Town Council by the adoption of Marana Resolution No. 2013-067, which superseded the Original Agreement.

F. The Parties entered into a new employment agreement dated July 1, 2015, approved by the Town Council by motion on June 30, 2015, which superseded the July 3, 2013 agreement.

G. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

This Agreement shall be effective on July 1, 2017, and shall continue in full force and effect until June 30, 2019, unless it is sooner terminated by either Party pursuant to Article 4 below.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative

supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Residency. The Town Manager agrees to reside within the Town limits of Marana.

2.4. Annual Goals and Objectives. Annually, as part of the budget process, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $195,000 for the time period of July 1, 2017 through June 30, 2018. The Town shall pay the Town Manager an annual salary of $200,000 for the time period of July 1, 2018 through June 30, 2019.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to 100 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. If the Town Manager is terminated by the Town for any reason other than "for cause" (see paragraph 4.2 below), the Town shall pay the

Town Manager a lump sum severance payment equal to six months' salary and the following benefits:

4.1.1. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above), and

4.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 4% of the Town Manager's then-existing annual salary.

4.2. Termination by the Town for Cause. If the Town terminates the Town Manager's employment "for cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all unearned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above. "For cause" is defined for purposes of this Agreement as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination.

4.3. Termination by the Town Manager. The Town Manager may terminate this Agreement at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice 30 days in advance of his requested termination date. If the Town Manager terminates this Agreement, the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease 30 days following the Town Manager's notice to the Mayor and Council. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement. This Agreement expressly supersedes and replaces the agreement

entered into by the Parties dated July 1, 2015 and approved by the Town Council on June 30, 2015.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By:_____
Ed Honea, Mayor
Date:_____

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Deputy Town Attorney

TOWN MANAGER:

By:_____
Gilbert Davidson
Date:_____

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND GILBERT DAVIDSON

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and GILBERT DAVIDSON (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on July 1, 2008, the Town Council appointed the Town Manager to the position of town manager of the Town effective July 11, 2008.

D. The Parties entered into an employment agreement (the "Original Agreement") dated July 16, 2008, approved by the Town Council by the adoption of Marana Resolution No. 2008-95 on July 15, 2008, which Original Agreement was subsequently amended on June 16, 2009, and June 21, 2011.

E. The Parties entered into a new employment agreement dated July 3, 2013, approved by the Town Council by the adoption of Marana Resolution No. 2013-067, which superseded the Original Agreement.

F. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

This Agreement shall be effective on July 1, 2015, and shall continue in full force and effect until June 30, 2017, unless it is sooner terminated by either Party pursuant to Article 4 below.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Residency. The Town Manager agrees to reside within the Town limits of Marana.

2.4. Annual Goals and Objectives. Annually, as part of the budget process, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $190,000, beginning on the effective date of this Agreement.

3.2. Cost of Living Adjustments. The Town Manager shall be entitled to receive the same cost of living adjustments that other Town employees receive, except that the Town Manager shall not be entitled to receive the general adjustment approved for all other Town employees effective June 27, 2015.

3.3. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary, as it may be adjusted based on paragraph 3.2 above.

3.4. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.5. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.6. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.7. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.8. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.9. Personal Leave. The Town Manager shall be entitled to the same personal leave allocations as are afforded to department directors of the Town, including an additional 40 hours of personal leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.10. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.10.1. The Town shall purchase, at the salary rate set forth in paragraph 3.1 above, 100 hours of the Town Manager's accrued vacation leave from the Town Manager within 30 days of the effective date of this Agreement.

3.11. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.12. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.13. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.14. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. If the Town Manager is terminated by the Town for any reason other than "for cause" (see paragraph 4.2 below), the Town shall pay the

Town Manager a lump sum severance payment equal to six months salary, as it may be adjusted based on paragraph 3.2 above, and the following benefits:

4.1.1. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.10 above), and

4.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.3 above) in the amount of 4% of the Town Manager's then-existing annual salary.

4.2. Termination by the Town for Cause. If the Town terminates the Town Manager's employment "for cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all unearned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above. "For cause" is defined for purposes of this Agreement as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination.

4.3. Termination by the Town Manager. The Town Manager may terminate this Agreement at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice 30 days in advance of his requested termination date. If the Town Manager terminates this Agreement, the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease 30 days following the Town Manager's notice to the Mayor and Council. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement. This Agreement expressly supersedes and replaces the agreement

entered into by the Parties dated July 3, 2013 and approved by the Town Council by the adoption of Marana Resolution No. 2013-067.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor
Date: 7/1/15

TOWN MANAGER:

By: _____
Gilbert Davidson
Date: 7/1/15

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Deputy Town Attorney

Council-Regular Meeting **A10**

Meeting Date: 06/20/2017

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 20, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: *Resolution No. 2017-067: Relating to Public Works; authorizing the acquisition of lands and property rights needed for the Adonis Road Extension, Town of Marana Project No. ST059 (Keith Brann)*

Discussion:

On May 9, 2017, staff made a presentation on the extension of Adonis Road. The extension is necessary to provide a secondary emergency access for the San Lucas area. The extension will travel through several major developments, some of which have conflicting desires on the alignment. There is also the consideration of how close the terminus with Tangerine Road can be to the Tangerine interchange relative to intersection control (signal or roundabout).

The clear direction staff received from council was that 1. Adonis Road should not be aligned adjacent to the Union Pacific Railroad, and 2. only signalized control of the Adonis/Tangerine intersection should be considered. Of the three alignments presented in May, only alignment 3 satisfied these criteria. Staff has worked with our consultants to perfect alignment 3 based on final physical dimensions in the field and consultation with the Central Arizona Project regarding their canal facility. This final alignment, shown as Exhibit A to the resolution, will move forward for final horizontal alignment design.

If approved, this resolution will authorize the acquisition of property rights needed for the Adonis Road Extension project (ST059) in the alignment shown on Exhibit A to the resolution. It authorizes Town staff to acquire property rights based on their fair market value as determined by an independent fee appraiser.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	N
Amount:	$Unknown

Town Staff anticipates that much of the needed right-of-way will be dedicated to the Town at no cost. For each compensated right-of-way acquisition, Town staff will obtain an independent fee appraisal (typical cost $2,500 to $5,000), which will establish the fair marked value of the needed property.

Staff Recommendation:

Town staff recommends the adoption of Resolution No. 2017-067, authorizing the acquisition of lands and property rights needed for the Adonis Road Extension.

Suggested Motion:

I move to adopt Resolution No. 2017-067, authorizing the acquisition of lands and property rights needed for the Adonis Road Extension.

Attachments

Resolution No. 2017-067

Exhibit A

MARANA RESOLUTION NO. 2017-067

RELATING TO PUBLIC WORKS; AUTHORIZING THE ACQUISITION OF LANDS AND PROPERTY RIGHTS NEEDED FOR THE ADONIS ROAD EXTENSION, TOWN OF MARANA PROJECT NO. ST059

WHEREAS the Town of Marana is finalizing plans and preparations for the construction of the Adonis Road Extension, Town of Marana Project No. ST059; and

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

WHEREAS the alignment of the Adonis Road Extension is sufficiently finalized for the Needed Property to be specifically identified; 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 right-of-way that constitutes the "Needed Property" is shown on the "Adonis Road Extension Alignment" map attached as Exhibit A.

Section 2. Town staff is hereby authorized and directed to negotiate the Town's acquisition of the Needed Property for its fair market value as determined based on an independent fee appraisal.

Section 3. The Town Manager, Town Engineer, and Town staff are hereby authorized to execute on the Town's behalf any and all documents necessary to acquire the Needed Property for its fair market value as determined based on an independent fee appraisal.

Section 4. If Town staff is unable to acquire the Needed Property by negotiation, the Town Attorney is hereby authorized and directed to bring an action under the power of eminent domain to acquire the Needed Property for just compensation as determined by the Court or jury.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of June, 2017.

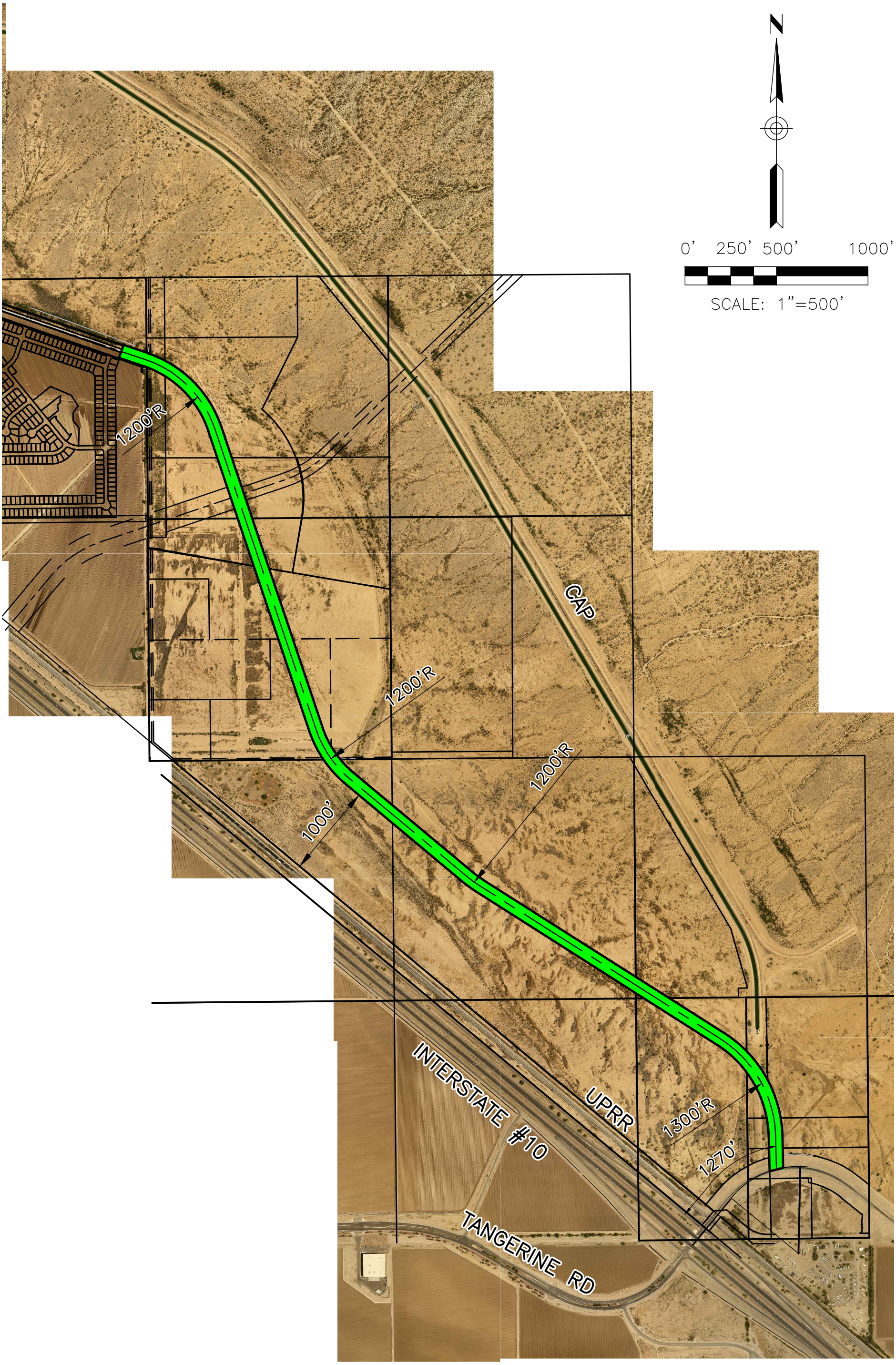
Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney



Dibble Engineering
177 N. Church Avenue
Suite 711
Tucson, AZ 85701
P 520.495.4965

PROJECT NAME
ADONIS ROAD ALIGNMENT STUDY

ADDRESS
MARANA, ARIZONA

Description: EXHIBIT A
Date: 06/2017
Drawn: DGW
Checked: KSP
Sheet No.: EX–A
Page: 1 of 1