



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 15, 2019, 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
John Officer, 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 January 15, 2019, 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 (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

P1 Proclamation recognizing January 2019 as General Aviation Appreciation Month (Hilary H. Hiser)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Economic Development; presentation regarding economic impact of film industry in Marana (Laura Cortelyou)

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. 2019-001 Relating to Personnel; approving and adopting an amendment to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Section 3-4-2 "Pay Checks" (Curry Hale)
- C2 Relating to Procurement; approving a purchase in the amount of \$2,389,612 for design and construction services for Airline/Lambert Water Treatment Campus and Picture Rocks Water Treatment Campus (Scott Schladweiler)
- C3 Resolution No. 2019-002: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Manager and the Finance Director of the town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution and declaring an emergency (John Kmiec)
- C4 Approval of Regular Council Meeting Minutes from December 18, 2018 and approval of Special Council Meeting - Council Connections Meeting Minutes from January 9, 2019 (Hilary H. Hiser)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location/Owner Transfer Series #7 Beer and Wine Bar liquor license application submitted by Kevin Arnold Kramber on behalf of Hampton Inn & Suites, located at 6300 W. Marana Center Boulevard, Tucson, Arizona 85742 (Hilary H. Hiser)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Ordinance No. 2019.001: Relating to Business Regulations; revising Marana Town Code Title 9 (Business Regulations) by adding a new Chapter 9-12 (Commercial Filming and Photography Permits); and designating an effective date (Jane Fairall)

Resolution No. 2019-003: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the revisions to the Marana Town Code adopted by Marana Ordinance No. 2019.001; revising Marana Town Code Title 9 (Business Regulations) by adding a new Chapter 9-12 (Commercial Filming and Photography Permits) (Jane Fairall)

- A2 Ordinance No. 2019.002: Relating to Marana Regional Airport; amending Marana Town Code Title 15 (Marana Regional Airport), Chapter 15-2 (General Use of Airport); revising section 15-2-20 (Commercial photography or filming); and designating an effective date (Jane Fairall)

- A3 Ordinance No. 2019.003: Relating to Finance; amending the Town of Marana comprehensive fee schedule to add fees for Park Facility Rentals for Commercial Filming and Photography and to modify existing Temporary Business License fee; and designating an effective date (Jane Fairall)

- A4 Resolution No. 2019-004: Relating to Traffic and Highways; authorizing the use of Town of Marana public right-of-way for trailblazing signs as part of the Arizona Department of Transportation's Urban Logo Sign Program (Frank Cassidy)

- A5 PUBLICHEARING: Ordinance No. 2019.004: Relating to Development; amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-10 (Signs); repealing existing Title 16 (Signs) of the Marana Land Development Code; and designating an effective date (Brian D. Varney)

Resolution No. 2019-005: Relating to Development; declaring as a public record filed with the Town Clerk new Chapter 17-10 (Signs) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.004 (Brian D. Varney)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2019-006: Relating to Administration; approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Town Manager Jamsheed Mehta (Jane Fairall)

D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/ government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

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) to discuss the employment of Town Manager Jamsheed Mehta, including discussion of the terms of the Town Manager's Employment Agreement.

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 01/15/2019

Submitted For: Hilary H. Hiser, Deputy Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: January 15, 2019

Subject: Proclamation recognizing January 2019 as General Aviation Appreciation Month (Hilary H. Hiser)

Attachments

Proclamation - Alliance for Aviation Across America January 2019



PROCLAMATION

General Aviation Appreciation Month

WHEREAS, the Town of Marana has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS, general aviation and the Marana Regional Airport have an immense economic impact on the Town of Marana; and

WHEREAS, Arizona is home to 80 public-use airports, which serve 19,543 pilots and 7,652 registered aircraft; and

WHEREAS, Arizona is home to 68 fixed-base operators, 140 repair stations, 119 heliports, 25 FAA-approved pilot schools, 4,602 flight students and 4,103 flight instructors; and

WHEREAS, general aviation in Arizona supports \$609 million in economic activity in the state annually; and

WHEREAS, general aviation not only supports Arizona's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting and disaster relief, and by transporting business travelers to their destinations quickly and safely;

NOW, THEREFORE be it resolved, that the Mayor and Council of the Town of Marana proclaim and recognize January 2019, as

GENERAL AVIATION APPRECIATION MONTH

And urge the residents of our community to support the businesses and industries that contribute to general aviation as an important public benefit to the community and economic resource to the region.

Dated this 15th day of January 2019.

Ed Honea, Mayor

ATTEST:

Hilary H. Hiser, Deputy Town Clerk



Council-Regular Meeting

P1

Meeting Date: 01/15/2019

To: Mayor and Council

From: Laura Cortelyou, Tourism & Marketing Manager

Date: January 15, 2019

Strategic Plan Focus Area:

Commerce, Heritage, Progress & Innovation

Subject: Relating to Economic Development; presentation regarding economic impact of film industry in Marana (Laura Cortelyou)

Discussion:

Presentation regarding economic impact of film industry in Marana. Filming history overview, economic impact statistics, and film office updates.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

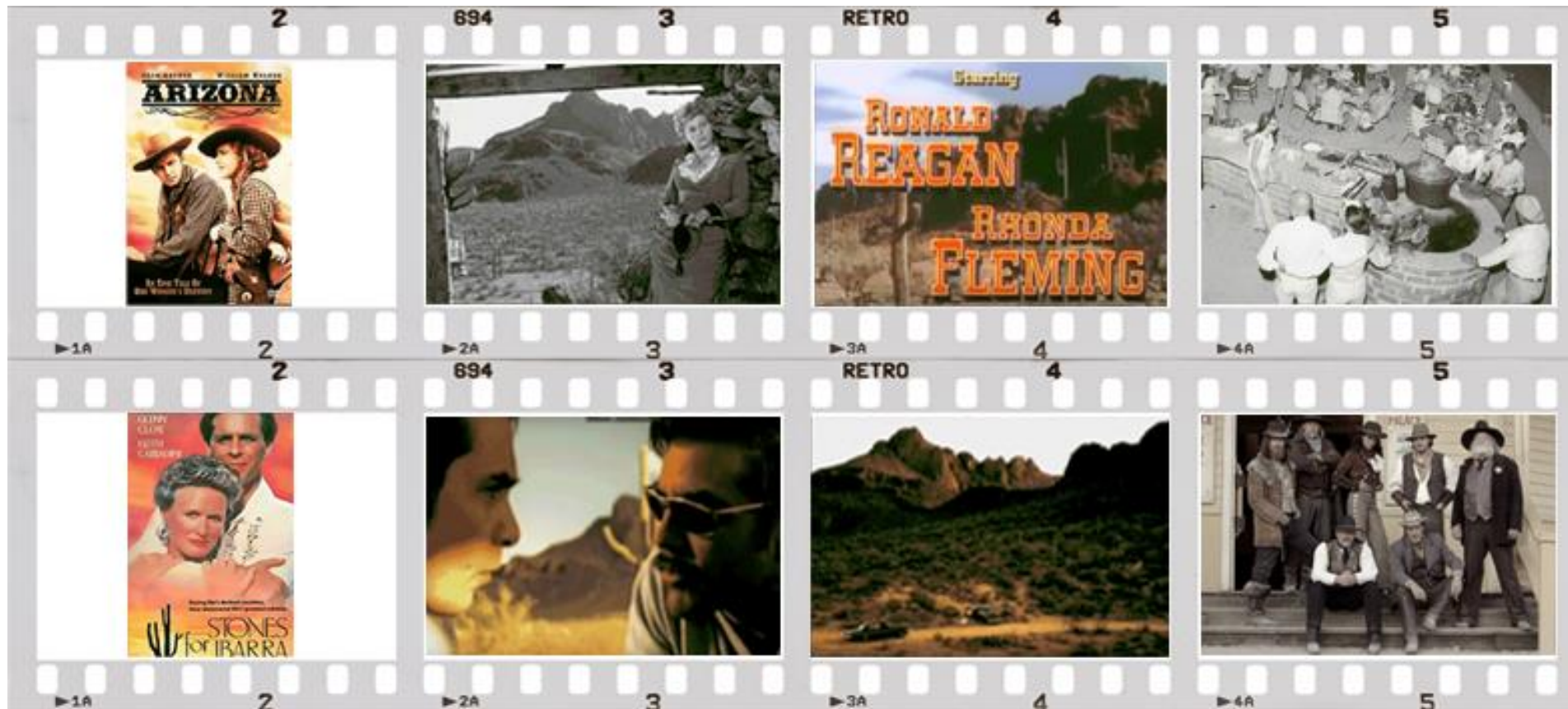
Marana Film Office Overview



Marana Film Office Economic Development Program

Laura Cortelyou,
Tourism and Marketing Manager

Historic Filming





Historic Filming

Economic Impact

Marana's hospitality industry took off:

- Saguaro Vista Ranch (1936)
- Lazy K Bar Ranch (late 1930s)
- Wild Horse Ranch (1940)
- White Stallion Ranch (1958)

Restaurants & Bars:

- Li'l Abner's Steakhouse



Economic Development

The Marana Film Office was launched in 2017 to assist producers with:

- Permit process
- Locations scouting assistance
- Accommodations assistance
- Hiring of crew and support services

And:

- To market Marana as a film location
- To encourage and assist with business relocation, expansion, and build-to-suit



Economic Development

The Arizona Film and Digital Media Program was relaunched in 2017 to market Arizona to outside producers.

Matthew Earl Jones, State's Film Program Director, is helping to build the State's film and digital media industry hub around Marana and Southern Arizona.

Present Filming





Present Filming

Marana Film Office assisted with seven filmed projects/four future projects in the past year:

- Natural History Network/Silverback Productions UK – nature documentary (filmed in Marana)
- Investigation Discovery – crime scene TV documentary (filmed in Marana)
- Jeep media event – unveiling new 2018 model for world's automobile media (filmed in Marana)
- Discover Science Channel *What on Earth* – nature documentary (filmed in Pinal County)
- BBC/Seven Worlds – nature documentary (possible future project in Marana)



Present Filming

- Marana Film Office – promo video (filmed entirely in Marana with case and crew of 60)
- *The Tiny House Movie* – local independent feature film (filmed in Marana Council Chambers)
- Locations tour for Desert Owl Productions sequel to *Revenge of Zoe* (future project)
- FLIR (industrial film), selected a location in Marana
- Provided a locations tour for local locations scouts on Friday, January 4 (for general awareness)



Present Filming

Other projects filmed in Marana in the past 12 months:

TLC's *Four Weddings*, Season 10 Episode 3, filmed at Stardance Events Center (aired July 29, 2018)

Revenge of Zoe, independent feature film (Tucson), the first feature film to credit Marana as a location!

Cactus Boy, independent feature film (UK), filmed at White Stallion Ranch & Bach's Greenhouse



Present Filming

Economic Impact

In 2017-2018 Tucson Film Office measured:

- \$9.4 million in direct spending
- 3,653 hotel room nights
- 6,000 job days (locals hired)



News

- Association of Film Commissioners International (AFCI) has accepted the Town of Marana as a member. We have joined 360 film office members worldwide.
- A local talent agency is looking for office space in Marana so that it can become SAG-AFTRA certified.
- Marana Chamber of Commerce has created a Film Committee to support and collaborate with the Marana Film Office.
- Marana Film Office website is being updated to host a comprehensive public-facing crew list.



News

Modern Studios, a full service production facility, will open in Marana January 16, 2019

- 12,000 sq. ft: production studios (7,000 sq. ft.), audio design room, whisper room, post-production, offices, conference rooms, dressing rooms
- Markets: regional, national and international TV commercial, digital media, and music video producers
- Largest production studio in Arizona
- Has the only Bolt highspeed cinebot camera in Arizona



For film and digital media assistance
contact Laura Cortelyou, Marana Film Office
lcortelyou@maranaaz.gov
MaranaFilmOffice.com



Council-Regular Meeting

C1

Meeting Date: 01/15/2019

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Senior Assistant Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-001 Relating to Personnel; approving and adopting an amendment to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Section 3-4-2 "Pay Checks" (Curry Hale)

Discussion:

This item proposes to change Section 3-4-2 of the Town's Personnel Policies and Procedures to authorize direct deposit payments on Town-recognized holidays that are not banking holidays. The current policy mandates the direct deposit payment be made on an alternate date if the scheduled pay date is on a Town-recognized holiday. This change would authorize the Finance Department to determine whether direct deposit payments should be made on a Town-recognized holiday or on an alternate date.

To illustrate this suggested change, the pay date of Friday, November 29, 2019 falls on a Town-recognized holiday (the day after Thanksgiving). However, that Friday is not a banking holiday. The Finance Department would be authorized to make direct deposits on the regular Friday pay date as it is not also a banking holiday should this change be approved.

Staff Recommendation:

Staff recommends approval of the policy amendment identified in Chapter 3.

Suggested Motion:

I move to adopt Resolution No. 2019-001, approving and adopting an amendment to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation.

Attachments

Resolution No. 2019-001
Exhibit A

MARANA RESOLUTION NO. 2019-001

RELATING TO PERSONNEL; APPROVING AND ADOPTING AN AMENDMENT TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 3 - CLASSIFICATION AND COMPENSATION, SECTION 3-4-2 "PAYCHECKS"

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; and

WHEREAS the Council finds that adoption of the amendment 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. Section 3-4-2 of the Town's Personnel Policies and Procedures, entitled "Pay Checks" is hereby amended as set forth in Exhibit A attached to this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

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

SECTION 3. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned amendments.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



CHAPTER 3

CLASSIFICATION AND COMPENSATION

[NO REVISIONS TO POLICIES 3-1 THROUGH 3-3]

POLICY 3-4 PAYROLL PROCEDURES

Regular Town employees are paid biweekly. There are 26 pay periods in the calendar year.

[No revisions to Section 3-4-1]

Section 3-4-2 Pay Checks

- A. The Finance Department does not distribute paper checks. Employees are paid through direct deposit on the Friday following the close of the pay period. If the Friday following the close of the pay period, unless that day is a Town-recognized holiday. If the pay date falls on a Town-recognized holiday, the Finance Department shall select and coordinate an alternate pay date if necessary.
- B. Employees receive a statement of earnings, deductions, leave balances and compensatory time balance for the period covered by the payment.

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

[NO REVISIONS TO POLICIES 3-5 THROUGH 3-11]



Council-Regular Meeting

C2

Meeting Date: 01/15/2019

To: Mayor and Council

From: Scott Schladweiler, Deputy Water Director

Date: January 15, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Marana is focused on ensuring that the community has adequate water, sewer, transportation and public safety infrastructure to meet the demands of a growing community.

Subject: Relating to Procurement; approving a purchase in the amount of \$2,389,612 for design and construction services for Airline/Lambert Water Treatment Campus and Picture Rocks Water Treatment Campus (Scott Schladweiler)

Discussion:

On September 25, 2018, Town Council adopted Resolution No. 2018-091 creating the Picture Rocks Water Treatment Campus capital project and the Airline/Lambert Water Treatment Campus capital project, and authorizing the transfer of up to \$2,000,000 in budgeted expenditure authority from the Wastewater Treatment Plant capital project (WR011) line item in the fiscal year 2018-2019 budget to the newly created capital projects. The resolution also authorized staff to apply for a Clean Water State Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA) to fund the construction of water treatment works to remove perfluorinated compounds and 1,4-Dioxane from Marana Water Department potable water.

Subsequently, on December 12, 2018, WIFA approved the offer of a \$15 million loan to the Town of Marana. The WIFA agreement is also on the Council's agenda tonight for approval.

Following a competitive, qualifications based selection process (Bid No. 2018-021), Carollo Engineers was found to be the most responsible and responsive offeror to provide professional design and construction services for the Picture Rocks Water Treatment Campus and the Airline/Lambert Water Treatment Campus. The scope of

work includes project management services, preliminary design, detailed design, permitting and regulatory assistance, construction phase services and post construction services. The cost of the work is \$2,389,612. A copy of the scope of work and fee proposal is included in the agenda packet for the Council's information.

Marana Town Code Section 3-4-7(B)(3) provides that Town Council approval is necessary when a purchase is authorized in the adopted budget, but the funds exceed the budgeted amount by more than \$50,000. In this case, the Council allocated \$2,000,000 of expenditure authority for this contract on September 25, 2018; however, the actual purchase will exceed the budgeted amount by more than \$50,000. Staff seeks Council approval of the purchase amount of \$2,389,612.

Although the full contract amount is \$2,389,612, it is anticipated that the Town's actual expenditures under the contract in FY 2019-2020 will be less than the \$2,000,000 allocated in this budget year, due to the timing of the project and the tasks to be completed in this fiscal year. Staff will return to Council at a later date to identify the source for the additional funding of approximately \$400,000 for the contract.

Financial Impact:

Fiscal Year: 2019/2020
Budgeted N
Y/N:
Amount: \$2,389,612

The Council approved the transfer of \$2,000,000 in budgeted expenditure authority for this contract at its September 25, 2018 meeting.

Staff Recommendation:

Staff recommends approval of the purchase.

Suggested Motion:

I move to approve a purchase in the amount of \$2,389,612 for design and construction services for Airline/Lambert Water Treatment Campus and Picture Rocks Water Treatment Campus.

Attachments

Water Treatment Campus SOW and Fee Proposal



PROFESSIONAL ENGINEERING SERVICES

Picture Rocks and Airline/Lambert Water Systems Water Quality Improvement Projects Project Nos.: WT050 and WT051

December 28, 2018

SCOPE OF WORK

BACKGROUND

The Town of Marana (TOWN) owns and operates a municipal potable water system currently comprised of groundwater production wells, storage tanks, booster pumping stations, and distribution system piping located throughout the TOWN in seven individually-designated public water systems and one small isolated well. Groundwater quality monitoring results indicate that water produced from several of the TOWN's wells contained trace amounts of currently-unregulated compounds at concentrations exceeding certain health advisory levels recently published by the U.S. Environmental Protection Agency (EPA). These compounds are 1,4-dioxane and perfluoroalkyl substances (PFAS), particularly perfluorooctyl sulfonate (PFOS) and perfluorooctanoic acid (PFOA). EPA's Drinking Water Health Advisory Levels are not enforceable standards but are included among the factors EPA considers when setting new or revised Maximum Contaminant Levels (MCLs), which are enforceable standards.

An evaluation of alternatives for groundwater quality improvements was completed by the TOWN in 2017. Two preferred treatment systems for 1,4-dioxane and PFAS were identified for the Continental Reserve and Saguaro Bloom sites. The preferred treatment trains include:

- Low pressure high output (LPHO) UV-peroxide advanced oxidation process (AOP) + granular activated carbon (GAC) for adsorption and peroxide quenching
- Ion exchange + LPHO UV-peroxide AOP + GAC for peroxide quenching only

It was recommended that the final selection be based on:

- Results of GAC adsorption and ion exchange bench-scale testing available from separate studies to identify the most effective GAC media type or ion exchange resin for Marana's site-specific groundwater quality in terms of projected media utilization rates, required media change-out frequencies, and costs.
- Marana Water's operation and maintenance preferences.

The TOWN desires to select, design and construct the two new 1,4-dioxane and PFAS treatment facilities at the Continental Reserve and Saguaro Bloom sites. This scope of professional services describes the engineering services to be provided by Carollo Engineers, Inc., (CONSULTANT) to provide comprehensive professional engineering services for all phases of implementation for the Continental Reserve and Saguaro Bloom treatment facilities.

PROJECT ASSUMPTIONS

The following project assumptions form the basis for the Scope of Work, Professional Engineering Services Fees, and Project Schedule detailed herein:

1. CONSULTANT will provide quality management reviews throughout the duration of the project. Each deliverable will be reviewed by senior engineering or professional staff for quality and consistency.
2. All existing/available water quality, production capacity, and infrastructure information will be provided by the TOWN. The TOWN will provide requested information in a timely manner. This information will be relied upon by the CONSULTANT to complete the design and make recommendations.
3. The TOWN will participate in progress meetings and workshops to facilitate the sharing of information, provide guidance, and respond to requests for information. The TOWN will provide review comments on deliverables in writing within two weeks of delivery to maintain the project schedule.
4. Designs for both the Continental Reserve and Saguaro Bloom facilities will be prepared in two separate sets of drawings and one combined set of specifications that:
 - Maximize efficiencies for standardization of design and construction for the two sites.
 - Provide separate drawing sets for regulatory review/approval and record drawing purposes.
5. The project will be constructed using a single Construction Manager at Risk (CMAR) contract. The CMAR will be retained by TOWN early in the design process, prior to completion of the draft preliminary design report. Accordingly, all construction cost estimates for the project will be prepared by the CMAR, including cost modeling for each design progress deliverable. CONSULTANT will prepare opinions of operation and maintenance costs only and provide CMAR with requirements for cost model and Guaranteed Maximum Price (GMP) presentation that clearly allocates costs between the two sites and also allocates costs attributable to 1,4-dioxane and PFAS treatment to support TOWN's recordkeeping needs.
6. The specifications will follow CONSULTANT's standards. "Front-end" CMAR construction contract documents will be the TOWN's. The CONSULTANT will review and provide input into the TOWN's front-end documents.
7. There will be at least two GMP construction phases within the same CMAR contract, including long-lead equipment pre-purchase in the first GMP and the remainder of construction activities in at least one additional GMP.

8. A construction period of 9 months is assumed from notice-to-proceed to the CMAR on all construction work to final completion of all GMPs. Consultant will provide a half-time Resident Engineer (RE) for the first month of construction and a full-time RE throughout the remaining eight months. Since RE services are construction term-based, if the CMAR's construction term exceeds the period assumed, additional construction-phase fees for CONSULTANT will be negotiated as a contract amendment.
9. Control system programming, training, and startup support are not included in Planned Engineering Services but will be provided by CONSULTANT under Supplemental Engineering Services via a contract amendment after the design and control needs are further developed (at approximately 60% design). A tentative detailed scope for these services is included in Supplemental Engineering Services near the end of this scope document.
10. The CMAR will provide all construction-phase materials testing.
11. CONSULTANT's geotechnical engineer will be available on an on-call basis to review submittals, RFIs, and field conditions if needed.
12. All permit fees will be payable directly by the TOWN and are not included in this Scope and Fee.
13. Off-site pipelines will be PVC, on-site buried piping will be ductile iron pipe with polyethylene encasement, and on-site exposed process piping will be steel. Additional corrosion protection will not be provided. Plan and profile drawings will be provided for all offsite pipelines.
14. The fee for engineering services during construction is based on an anticipated total number of shop drawings, RFIs, clarifications, and potential change orders as detailed in Task 600. The number of documents submitted by the CMAR will be tracked by the CONSULTANT throughout the duration of construction, and quantities in excess of the maximum amounts listed may be subject to an amendment for additional services.
15. Indemnification by CMAR: CONSULTANT shall be indemnified to the fullest extent permitted by law for all claims, damages, losses, and expense including attorney's fees arising out of or resulting from the CMAR's performance of Work, including injury to any worker on the job site. Additionally, CONSULTANT shall be named as additional primary insured(s) by the CMAR's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.
16. The TOWN's existing communications systems for SCADA at the Continental Reserve and Saguaro Bloom sites and all wells contributory to the sites are assumed to be functional and have adequate capacity to accommodate the required changes.
17. Modifications/upgrades to the existing security system are not required.
18. Lightning protection requirements are assumed to be limited to the new buildings at each of the two treatment sites.

19. Where electrical service entrance equipment will be upgraded/replaced, existing service will be re-fed from the new service entrance.

SCOPE OF WORK

The Project's Scope of Work includes the following major tasks:

Planned Engineering Services:

Task 100 - Project Management and Meetings
Task 200 - Preliminary Design
Task 300 - Detailed Design
Task 400 – Permitting and Regulatory Compliance Assistance
Task 500 - Construction-Phase Services
Task 600 - Post-Construction Services

Supplemental Engineering Services (optional)

SCHEDULE

The tentative completion schedule for this Scope of Work, including projections of task durations and completion in months after Notice-to-Proceed (NTP), is estimated as follows:

Task	Tentative Task Duration (months)	Tentative Completion (months after NTP)
Planned Engineering Services:		
100 - Project Management and Meetings	23	23
200 - Preliminary Design	3	3
300 - Detailed Design	5	8
400 - Permitting and Regulatory Compliance Assistance		
Design Phase	1	9
Construction Phase	1	19
500 - Construction-Phase Services	9	18
600 - Post-Construction Services	4	23

PLANNED ENGINEERING SERVICES

TASK 100 – PROJECT MANAGEMENT AND MEETINGS

The CONSULTANT will perform various project management and monitoring activities. Specific project management services include progress meetings; development of a Project Plan; development of project progress reports to be included with monthly invoices; coordination and collaboration with TOWN management and operation staff; management of individual project team resources and subconsultants to assist in a project delivery consistent with the TOWN's specific needs; and coordination with CMAR.

Kickoff Meeting

Consultant will conduct a project kickoff meeting with TOWN to discuss the design goals and objectives, work plan, and schedule. The CONSULTANT will request and obtain at that time, if possible, updated groundwater quality, well capacity, distribution infrastructure and bench-scale testing (conducted separately by the University of Arizona) data. A summary of information provided by the TOWN in advance of the kickoff workshop will also be reviewed.

Monthly Progress Meetings/Workshops through Design

During the preliminary and detailed design phases, the CONSULTANT will conduct up to 10 monthly progress meetings with the TOWN'S project team to collect relevant information, present progress to date, receive guidance on the design efforts, discuss issues and concerns, and monitor the progress of the work. The CONSULTANT will be responsible for developing the meeting agenda and discussion materials. Following each progress meeting, the CONSULTANT will develop meeting minutes, including relevant action items, for distribution to the TOWN project management and operation staff prior to the next progress meeting. These meetings will typically have a duration of approximately one to two hours. Up to four progress meetings may be used as rolling design review workshops and will be extended an additional two hours per workshop to accommodate the discussion topics.

Monthly Interim Project Manager Updates

CONSULTANT's project manager or designee will provide informal interim updates to TOWN's project manager or designee on a monthly basis through design between the regularly scheduled monthly progress meetings. This will facilitate project status communication updates and addressing of key issues more frequent than at the monthly progress meetings. These updates may be by phone or in person, as needed and based on schedule availability.

Monthly Progress Reports and Invoices

The CONSULTANT will provide monthly written status reports to the TOWN that will accompany and supplement monthly invoices. These reports will provide a narrative summary of progress on the Project, including budget and schedule status. The report will discuss work completed on

the Project for the reporting period and anticipated work for the next period. Any out-of-scope work will be identified in this progress report.

TASK 200 – PRELIMINARY DESIGN

Design Development

Task 300 includes preparation of a preliminary design for the Continental Reserve and Saguaro Bloom treatment facilities. A primary objective of this task is to select the treatment processes for PFAS and 1,4-dioxane removal. In addition, the preliminary design will include preparation of the following:

- Descriptions of the general configurations and operations at the Saguaro Bloom and Continental Reserve sites and treatment process selection, including:
 - Treatment capacity and treated water goals, recognizing currently operational wells in the two affected systems and additional wells being added in the near-term
 - A summary of results from bench-scale PFAS treatability testing conducted directly for TOWN by the University of Arizona's Water & Energy Sustainable Technology (WEST) Center
 - Other factors contributing to process recommendations
 - Recommended processes for uniform application to each of the two TOWN sites
- Design criteria, including:
 - Sizes and locations of the treatment equipment and chemical storage and feed facilities
 - Provisions for pH adjustment of treated water
- Design evaluations, including:
 - Staffing estimates
 - Provisions for future expansion of the treatment facilities
 - Evaluation of how the overall water system will be operated after the new treatment facilities are online
 - Off-site pipeline alignments for connecting Airline and Lambert Wells to the Saguaro Bloom treatment site
 - Impacts of new treatment facility on existing well hydraulics
 - Building code review
 - Evaluation of sediment from wells and selection of pre-filtration method
- Access roadway configuration and utility relocations, if required
- Site layout, including major pipe sizing and routing
- Site drainage
- Requirements for new site utilities, such as electrical service entrance upgrades/replacements, and proposed easement locations
- Process flow diagrams as basis for process and instrumentation diagrams (P&IDs)

- Building layouts
- Hydraulic evaluation and profiles
- Basic spare conduit provisions to potential future site security equipment locations
- Instrumentation and controls, including SCADA concepts and preliminary P&IDs
- Electrical one-line diagrams
- Capital and operations and maintenance (O&M) cost opinions, Class 4 per the American Association of Cost Engineers (AACE) International

Pre-Design Activities

The following pre-design activities will be conducted by CONSULTANT:

- Coordination with electric power utility for service entrance upgrades or replacements needed at the Continental Reserve and Saguaro Bloom sites.
- Coordinate with Pima County RWRD for a potential sewer connection at the Continental Reserve site, if necessary (Town of Marana will pay all fees)
- Geotechnical engineering and investigation for each site and up to one-half mile off-site along pipeline routes
- Surveying and mapping not available from the TOWN (including utility research, topographic and culture survey).
- Development of up to two legal descriptions for new easements, if needed.

Draft Preliminary Design Report

The preliminary design will be summarized in a draft Preliminary Design Report. Five hard copies and one electronic copy (PDF format) of the draft report will be submitted to the TOWN for review and comment. Comments will be incorporated into the detailed design, and the Preliminary Design Report will be revised, finalized, and submitted with the 90 percent design in Task 400. The final report submittal will include five hard copies and one electronic copy in PDF format. The TOWN's review comments will be received within two weeks following the submittal.

CMAR Technical Support and Coordination

CONSULTANT will provide the following CMAR-related technical support and coordination services during the preliminary design phase:

- Assist TOWN in preparation of the CMAR scope of pre-construction services and selection process.
- Review and provide feedback on the TOWN's draft CMAR contract terms and conditions.
- Review and provide comments on the CMAR's subcontractor prequalification plans.
- Review and provide comments on the CMAR's construction cost models.
- Participate in one value engineering review workshop led by the CMAR, and respond to value engineering suggestions provided by the CMAR.

TASK 300 – DETAILED DESIGN

CONSULTANT will prepare design documents (drawings and specifications) for the Continental Reserve and Saguaro Bloom treatment facilities in a single combined set. Drawings will include the following disciplines:

- General
- Demolition
- Civil
- Architectural
- Structural
- Process/Mechanical
- HVAC
- Plumbing
- Fire Protection
- Electrical
- Instrumentation and Controls

Preparation of drawings for these disciplines assumes the following:

- The only elements to be housed in the treatment buildings will be the UV AOP system and associated power and control panels; chemical storage tanks, metering pumps, valves, piping and appurtenances; and miscellaneous support items (e.g., emergency shower and eyewash stations, ventilation equipment).
- Treatment buildings will not include restrooms.
- No landscaping or irrigation drawings will be required.

CONSULTANT will prepare detailed design submittals at the 60%, 90%, and final design stages. The submittal packages will include drawings and specifications, and an engineer's opinion of probable O&M cost.

In consultation with TOWN and CMAR, CONSULTANT will identify equipment to be pre-purchased in an early GMP and will prepare final procurement packages to be submitted with the 90% submittal.

Final design will include appropriate supporting calculations and code requirements. The TOWN's review comments will be received within two weeks following each submittal.

Two full-size sets of drawings, six half-size sets of drawings, and three sets of printed/bound specifications will be provided at each milestone.

- Pre-final drawings will be provided in the following format:
 - Full-size: 22 x 34 inches
 - Half-size: 11 x 17 inches
 - PDF files formatted for printing at 11 x 17 inches
- Pre-final specifications will be provided electronically in MS Word format to allow TOWN review comments using Track Changes function.
- In addition to the hard copies noted above, the final submittal will also include:
 - One electronic set of final specifications in PDF format
 - One electronic set of final design drawings (AutoCAD 2016) with seals and signatures removed
 - Two electronic sets of final design drawings with seals and signatures (PDF): one each formatted for printing at 22 x 34 inches and at 11 x 17 inches
 - One electronic set of technical specifications (PDF)

CMAR Technical Support and Coordination

CONSULTANT provide the following CMAR-related technical support and coordination services during the detailed design phase:

- Review and provide comments on the CMAR's cost models and GMPs.
- Review and provide comments on CMAR's proposed construction schedules.
- Evaluate CMAR-requested alternate materials or equipment requests.

TASK 400 - PERMITTING AND REGULATORY COMPLIANCE ASSISTANCE

CONSULTANT will conduct the following permitting and regulatory compliance assistance activities:

- Submit final design drawings and specifications on behalf of the TOWN for regulatory review and approval to ADEQ for Approval-to-Construct drinking water facilities and to Town of Marana Development Services for building safety review. Provide liaison and coordination services with the regulatory agencies, including pre-submittal communications and response/resolution of review comments.
- Conduct a coordination meeting with Town of Marana Development Services prior to beginning detailed design to establish design requirements related to zoning, development, and building safety review and permitting.
- Coordinate with the responding fire district for each site on design requirements and approval.
- Assist the TOWN with obtaining floodplain use and right-of-way use permits, if needed.
- Provide instructions within the bidding documents to Contractor for conformance with SWPPP procedures and compliance during construction.

- Emergency Response Plan updates and Hazardous Materials Management Plans will be completed by TOWN and are not included in this scope.

All fees related to permitting will be paid directly by the TOWN.

TASK 500 - CONSTRUCTION-PHASE SERVICES

CONSULTANT will perform engineering and construction surveillance services during construction of the Continental Reserve and Saguaro Bloom water treatment facilities within the budgeted level of effort.

Construction-phase services may include the following:

- Attendance at pre-construction meeting
- Attendance at bi-weekly construction progress meetings
- Engineering services during construction, including:
 - Review of shop drawings and other submittals
 - Responses to contractor Requests for Information
 - Issuance of Design Clarifications
 - Evaluation of change order proposals
 - Certification of Contractor Progress Payment Applications
- Resident Engineer services during construction
- Special inspections

Pre-Construction Meeting

The CONSULTANT will conduct the pre-construction meeting with the TOWN and CMAR. An agenda and meeting minutes will be prepared by the CONSULTANT.

Construction Progress Meetings

It is assumed that the CONSULTANT will conduct bi-weekly construction meetings for the duration of the construction phase. The meetings will be led by the CONSULTANT, who will prepare agendas and meeting minutes. It is assumed that construction progress meetings will cover construction activities at both the Continental Reserve and Saguaro Bloom water treatment facility sites.

Engineering Services during Construction (ESDC)

The following details the Scope of Work associated with the ESDC portion of the services to be performed by CONSULTANT during the construction phase of the Project. Note that the CONSULTANT will provide a project administration assistant who will be based in a Carollo office and not located onsite. If requested by the TOWN, the project administration assistant can be located at the site with an adjustment to the associated fee to cover travel expenses.

Submittal Review

CONSULTANT will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. CONSULTANT's review shall be for conformance with the design concept of the Project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. CONSULTANT will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection, which are to be assembled by Contractor(s) in accordance with the construction documents.

CONSULTANT will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return, and review action. Copies of the log shall be furnished to the TOWN and the Contractor monthly. CONSULTANT will promptly and in accordance with Project schedule requirements, review and approve, reject or take other appropriate action on the Contractor's request for substitutions. CONSULTANT will not approve any proposed substitution unless such substitution conforms to the Project design concept and the construction documents including the contract price.

Task effort is based on receiving an estimated total of 150 shop drawing submittals. Submittal review efforts are based upon a maximum of two reviews per submittal and that no more than 50% of the total number of first submittals will require two reviews.

Requests for Interpretation

Requests for interpretation (RFIs) from the Contractor shall be logged by the CONSULTANT and tracked. The CONSULTANT will review and provide responses to the RFIs. When deemed necessary, CONSULTANT will provide supplemental information to the Contractor in the form of Design Clarifications to the Contractor to clarify discrepancies, design intent, or TOWN preferences. Task effort is based on receiving an estimated total of 100 RFIs.

Design Clarifications

Throughout the construction period, the CONSULTANT may be required or deem it appropriate to issue Design Clarifications. Design Clarifications may be requested by the TOWN. Design Clarifications may include written instructions and, if necessary, revisions to the Contract Documents (drawings and specifications). In general, any change to the design that is deemed necessary out of a submittal review or RFI will be issued as a Design Clarification in order to clearly document and communicate to the Contractor changes to the Design Documents. Task effort is based on issuing an estimated total of 30 Design Clarifications.

Review of Change Orders

The CONSULTANT will review and analyze Change Order or Contingency Authorization Requests to determine their merit relative to the Contract Documents and design intent.

The CONSULTANT's review and analysis of Change Order Requests will include scope and pricing information submitted by the Contractor as part of the request.

Task effort is based on receiving an estimated total of 20 Change Order/Contingency Authorization Requests.

Certify Contractor Progress Pay Application

CONSULTANT will review, prepare comments, and reach agreement with the Contractor on the progress represented in the Contractor's schedule of values. The monthly schedule update, schedule of values, in combination with CONSULTANT's field inspections, and the progress schedule shall be used by CONSULTANT to determine the appropriateness of the Contractor's request for payment.

CONSULTANT shall, as an experienced and qualified professional, and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor and recommend in writing, payments to Contractor in such amounts; such recommendations of payment will constitute a representation to TOWN, based on such inspections and review, that;

- A) The work has progressed to the point indicated;
- B) to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the construction documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the construction documents, and to any qualifications stated in the recommendation); and
- C) Payment of the amount recommended is due and owed to the Contractor.

For unit price work, CONSULTANT's recommendations for payment will be a determination of completed quantities of such work.

Resident Services During Construction

A – General

The Resident Engineer (RE) or Resident Project Representative (RPR) and various Inspectors will be furnished and will act as directed by CONSULTANT, in order to assist CONSULTANT in inspecting performance of the work of the Contractor. Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the RE/RPR and Inspectors, CONSULTANT will endeavor to provide further protection for TOWN against defects and deficiencies in the work of Contractor; but the furnishing of such RE/RPR representation will not make the CONSULTANT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform their work in accordance with the construction documents.

The RE/RPR, as CONSULTANT's agent, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT. The RE/RPR's dealings in matters pertaining to the on-site work shall in general be only with CONSULTANT and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor.

Written communication with TOWN will be only through or as directed by CONSULTANT, and when appropriate, may be through the RE/RPR.

B – Duties and Responsibilities

Field Administration

Responsibilities of the RE/RPR are summarized herein, while the specific task items may fall under a separate main task number in this Scope of Work. Note that these responsibilities apply to both the Continental Reserve and Saguaro Bloom sites.

Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor, and consult with CONSULTANT concerning their acceptability.

Meetings: Conduct pre-construction conference and periodic construction progress meetings. Prepare and distribute minutes of such meetings.

Liaison: Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist the superintendent in understanding the meaning of the construction documents. Assist CONSULTANT in serving as TOWN's liaison with Contractor, when Contractor's operations affect TOWN's on-site operation. As directed by CONSULTANT, assist in obtaining from TOWN additional details or information, when required at the job site for proper execution of the work.

Shop Drawings and Samples: Shop drawings and samples which are furnished by Contractor will be received and reviewed as defined in this Scope of Work. Advise CONSULTANT and Contractor or its superintendent prior to the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by CONSULTANT.

Interpretation of Construction Documents: Receive and transmit clarifications and interpretations of the construction documents to/from the Contractor and CONSULTANT as described in this Scope of Work. The RE/RPR will notify the TOWN's representative of CONSULTANT's decision prior to issuance to the Contractor.

Changes: Consider and evaluate Contractor's suggestions for changes in drawings or specifications and report suggestions with recommendations to CONSULTANT. Notify the TOWN's representative of changes or alterations believed to be in the TOWN's best interest. Provide the TOWN's representative with support information of proposed changes. Prepare drawing, details, and specifications needed to describe and justify the change. Prepare an estimate of the cost and time impact of the change and negotiate scope, cost, and schedule with the Contractor.

Records: Maintain at the job site files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Engineer's clarifications and interpretations of the construction documents, progress reports, and other Project related documents, including redlined "real time" record drawings to be reconciled with the Contractor's redlines monthly.

Prepare daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators,

suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, inspections in general and specific inspections in detail as to inspecting test procedures. Send record copies to CONSULTANT.

Record names, addresses, and telephone numbers of the Contractor's staff, subcontractors, and major suppliers of materials and equipment.

Maintain notes to be capable of cross referencing the Contractor's record drawing information for accuracy and completeness.

Receive, review and process daily inspection reports.

Maintain a digital photographic file of the progress of the construction activities throughout the duration of the Project. This photo file will consist of color digital photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

Reports: Each month, furnish CONSULTANT and TOWN the Project progress meeting minutes (as the construction contract status report) describing the progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

The report will include:

- Total Project cost to date
- Total Project cost during the period
- Planned versus actual progress
- Actual and/or potential defaults or violations of the construction documents
- Remedies to the above.
- Change order activity summary
- Other Project issues

Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the work.

Promptly notify CONSULTANT of any accident relating to the Project.

Contractor Pay Applications: Review applications for payment as described in this Scope of Work with Contractor(s) for compliance with the established procedure for their submission and forward those with recommendations to CONSULTANT, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

Certificates, Maintenance and Operation Manuals: During the course of the work, review and determine that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to CONSULTANT for review and forwarding to TOWN prior to final acceptance of the work.

Special Inspection: During the course of the work, arrange and coordinate Special Inspections for structural, mechanical, and electrical work as required by the Special Inspection Certificates required by the TOWN.

On-Site Inspection and Review of Work

The RE/RPR (with special and part-time Inspectors) will maintain a presence at the Project site with sufficient frequency to be knowledgeable about the progress and quality of the work to:

- A) Conduct on-site inspections of the work in progress to assist CONSULTANT in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
- B) Report to CONSULTANT whenever it is believed that any work is unsatisfactory, faulty, or defective, or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise CONSULTANT when it is believed work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
- C) Verify that tests, equipment, and systems start-up and operating and maintenance instructions are conducted as required by the construction documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; inspect, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
- D) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to CONSULTANT.

Project Completion

The RE/RPR will assist CONSULTANT during the inspection for Substantial Completion and Final Completion (Final Acceptance) as described in this Scope of Work and as follows:

- A) Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of inspected items requiring completion or correction ("punch list") in accordance with the requirements of the construction documents.
- B) After the Contractor has completed the work of the list and upon request of the Contractor, the RE/RPR will conduct final inspection with the CONSULTANT, TOWN, and Contractor. If necessary, prepare a final list of items to be completed or corrected in accordance with the requirements of the construction documents.
- C) After the Contractor has completed the work of the final list and upon written notice from the Contractor, review and determine that items on the final list have been completed or corrected, and make recommendations to CONSULTANT concerning acceptance.
- D) RE/RPR will close out the project files and transfer the document to the TOWN.

C - Limitations of Authority

Except upon written instructions, the RE/RPR:

- A) Will not authorize any deviation from the construction documents or approve any substitute materials or equipment;
- B) Will not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work;

- C) Will not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the construction documents;
- D) Will not advise on or issue directions as to safety precautions and programs in connection with the work; and
- E) Will not authorize TOWN to occupy the Project in whole or in part.

Special Inspections

Discipline Inspections

Discipline engineers will provide inspection during the construction phase as coordinated by the RE/RPR. The discipline inspections will include the following for a total of 22 inspections and be provided by a mixture of senior engineers, inspectors, and engineers depending on the type of inspection:

- Process/Mechanical (8 inspections)
- Electrical & I&C (8 inspections)
- Plumbing & HVAC (2 inspections)
- Structural (4 inspections)

Commissioning and Manufacturers' Training

CONSULTANT will review the equipment commissioning plan provided by the Contractor (effort covered under the Submittal review task) and coordinate commissioning of the equipment and systems. The CONSULTANT will attend (led by Contractor) commissioning and manufacturers' equipment operation and maintenance training workshops in advance of actual facility start-up and testing activities. The workshops will be held immediately after construction progress meetings.

TASK 600 - POST-CONSTRUCTION SERVICES

Post-construction services will include the following for each of the two treatment facilities:

- Final inspection and provision of Engineer's certificate of substantial completion, as described in RE/RPR responsibilities in Task 600
- Preparation of record drawings
- Preparation of operation and maintenance plans
- Regulatory support for Approval-of-Construction
- Treatment systems startup and performance testing plan
- CMAR warranty support
- As-needed operational and maintenance, monitoring, reporting, and regulatory support consulting at the request of TOWN.

Control system programming, training, and startup support are not included in Planned Engineering Services but are addressed below under Supplemental Engineering Services.

Record Drawings

The CONSULTANT will develop reproducible Record Drawings using the field redlines and input from the Contractor. It is assumed for this task, that the field redlines (maintained by the Contractor) will incorporate any RFIs, change orders, field changes, field directives or any other modifications made to the drawings during the construction phase. The CONSULTANT will submit four half size (11x17) copies of the Draft Record Drawings for review by the TOWN. Upon receipt of comments on the draft, the CONSULTANT will incorporate, and submit five copies of half size (11x17) and two full size (22x34) set of Record Drawings. Electronic versions of the record drawings will also be provided on four compact disks with each disk containing full set of PDFs and AutoCAD files.

Operation and Maintenance Plans

The CONSULTANT will prepare Operational and Maintenance (O&M) Plans for the Continental Reserve and Saguaro Bloom sites to reflect the water quality improvements. The draft O&M plans will be provided in electronic format (PDF) only. Two hard copies and one electronic PDF will be provided for the final O&M plans.

Regulatory Support

CONSULTANT will prepare and submit for approval the required documents for ADEQ Approval-of-Construction. Permit fees will be paid directly by TOWN.

SUPPLEMENTAL ENGINEERING SERVICES

Supplemental Engineering Services include additional work that may be requested by the TOWN, which is not part of Planned Engineering Services. A contract amendment will be required for authorization of Supplemental Engineering Services. The method of compensation and scope, schedule, and fees for Supplemental Engineering Services will be determined by negotiations between the TOWN and CONSULTANT under the contract amendment process. Descriptions of potential Supplemental Engineering Services are provided below:

A. Miscellaneous Supplemental Engineering Services

- Groundwater sampling and laboratory analyses.
- Bench-scale or pilot-scale treatability testing.
- Potholing of underground piping and utilities for design support.
- Security provisions design beyond basic site security (i.e., beyond physical security of buildings, gates, and hatches, along with provision of spare conduits to gate and door locations for future installation of electronic security measures).
- Electrical arc flash studies for pre-existing facilities in accordance with NFPA 70E requirements.

- Water quality improvements evaluation, design, construction, and post-construction services for additional affected wells and distribution systems.

B. Control System Programming and Startup Support

CONSULTANT will program the control systems for both Project sites (Continental Reserve and Saguaro Bloom) and assist with facility startups. All programming will be consistent with TOWN standards. Programming services include:

- PLC programming, including interface with UV-system supplier-provided controls, to coordinate operation of the treatment facilities with operation of the existing wells, reservoirs, and booster stations at each site.
- HMI/OIT display development and SCADA system programming to reflect the new facilities and modifications to the existing facilities.
- Data export and basic operational data reports.
- System start-up support.

These services will include four phases necessary to develop and turn over to TOWN an operable control system. As the two sites are sole water supply facilities requiring maintenance of operations, TOWN control system staff and CONSULTANT must integrate and test this additional control software as a team. Each phase and the specific tasks necessary to complete each phase are described below. TOWN will provide all required software for PLC, HMI, database development packages and report generation.

Phase 1 – PLC Programming:

- Create Master Control Flowchart from P&IDs, and develop detailed control descriptions.
- Build Communications Database: Initial information will be obtained from I/O lists from the Specifications and TOWN input. Database will also be used for initial graphic displays.
- Develop PLC code for each process.
- Conduct simulation testing of each process control programming.
- PLC hardware (with I/O modules) testing.

Phase 2 – HMI/OIT Display Development and SCADA Programming:

HMI/OIT displays will be built, and SCADA programming will be performed concurrently with PLC programming. This work includes:

- Import communications database into HMI/OIT software.
- Generate the graphic display list.
- Develop graphic displays.
- Configure historical tags, and implement plant operator security.
- Configure SCADA displays and TOWN's desired remote monitoring/control functions.

Phase 3 – Data Export and Basic Operational Data Reports:

CONSULTANT will implement an automatic data export to a relational database. Once migrated, data will be used for basic operational data report generation purposes. TOWN will provide the reporting engine and the database that will be used to store the reporting data. Report generation testing will be included. Basic operational data reports (one per site) will be developed based on input from TOWN and process requirements.

Phase 4 - System Start-up Support:

- Factory Acceptance Testing: Witness Factory Acceptance Testing for all control panels provided at the location of manufacture. Factory Acceptance Testing of control panels is assumed to occur no further than Phoenix, Arizona. No equipment will be authorized to ship to the site until conformity with Contract Documents has been confirmed.
- Field Loop Checks: Witness and verify Contractor control system loop checks. During Contractor's required loop checks, all signals interfacing with PLC system will be verified.
- Load Control Software and Graphic Displays: This task cannot be performed until all control system punch lists have been completed, and the control system is substantially complete, as described in the Contract Documents.
- System Startup and De-bugging: Control programs and displays will be tested by CONSULTANT. Dry testing (i.e., without the process operating) will be completed, and then wet testing will be conducted. Consultant will coordinate with TOWN operations staff and the Contractor regarding maintenance of plant operations (MOPO) procedures to be submitted by the CMAR for critical tie-ins and startup activities.
- Hands-On Systems Training: Operational system training will be blended into the start-up of new facilities.

STANDARD OF CARE

The CONSULTANT will be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. The CONSULTANT and TOWN mutually agree that standard of care, as applied to design professionals, will be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

TOWN OF MARANA
PROFESSIONAL ENGINEERING SERVICES

PICTURE ROCKS AND AIRLINE/LAMBERT WATER SYSTEMS
WATER QUALITY IMPROVEMENT PROJECTS

Project Nos.: WT050 and WT051

Project Fee Schedule
Carollo Engineers, Inc.

LABOR CATEGORY	RATES*		
Technical Director/Senior PM	\$	284	per hour
Principal Engineer-Scientist/Senior PM	\$	255	per hour
Resident Engineer	\$	239	per hour
Quality Manager	\$	218	per hour
Principal Engineer-Scientist/PM	\$	208	per hour
Project Professional	\$	203	per hour
Professional	\$	177	per hour
Engineering Assistant	\$	156	per hour
Senior CADD Technician	\$	151	per hour
CADD Technician	\$	99	per hour
Clerical / Word Processor	\$	99	per hour

OTHER DIRECT COSTS (ODCs)

Travel and Subsistence	at cost
Reproduction	at cost
Postage and Courier Services	at cost
Long Distance Communication	at cost
Mileage	\$ 0.545 per mile
Subconsultants	at cost
Miscellaneous and Field Expenses	at cost

***NOTE:** Hourly rates are used for calculation of the lump sum budget for labor. Project Fee Schedule will remain valid for the duration of this task order only. Fee schedule for subsequent services may be subject to an updated fee schedule to be negotiated at a later time, as appropriate.

TOWN OF MARANA
PROFESSIONAL ENGINEERING SERVICES
PICTURE ROCKS AND AIRLINE/LAMBERT WATER SYSTEMS
WATER QUALITY IMPROVEMENT PROJECTS
Project Nos.: WT050 and WT051

Fee Proposal Breakdown

Tasks	Task and Sub-Task Description	LABOR												Total Labor Hours	Total Labor Cost	Subconsultants	Other Direct Costs (ODCs)	TOTAL PROJECT COSTS
		Technical Director/Senior PM	Principal Engineer-Scientist/Senior PM	Resident Engineer	Quality Manager	Principal Engineer-Scientist/PM	Project Professional	Professional	Engineering Assistant	Senior CADD Technician	CADD Technician	Clerical / Word Processor						
		\$ 284	\$ 255	\$ 239	\$ 218	\$ 208	\$ 203	\$ 177	\$ 156	\$ 151	\$ 99	\$ 99						
100	PROJECT MANAGEMENT AND MEETINGS	143	170	0	0	0	128	0	78	0	0	76	595	\$ 129,638	\$ -	\$ 6,000	\$ 135,638	
	Project Management	23	69	46			60					40	215	47,466		6,000	53,466	
	Manage Subconsultants		4	8			16						28	6,424			6,424	
	Monthly Progress Meetings (through design) and Design Review Workshops	9	52	52			52		78			13	247	52,039			52,039	
	Monthly Interim Project Manager Updates	9	18	18									36	9,702			9,702	
	Monthly progress reports and invoices	23	46									23	69	14,007			14,007	
200	PRELIMINARY DESIGN	79	118	0	8	0	210	128	324	40	52	8	967	\$ 182,080	\$ 47,939	\$ 5,000	\$ 235,019	
	Design Development	50	88	0	0	0	132	112	256	40	40	0	718	\$ 133,196	\$ -	\$ -	\$ 133,196	
	General Configurations/Operations and Treatment Process Selection		10	8				40	32				90	16,952			16,952	
	Design Criteria		4	8			4	8	16				40	7,900			7,900	
	Design Evaluations		8	24			24	32	40				128	25,168			25,168	
	Site Layouts		4	6			4	8	24	8	8		62	10,638			10,638	
	Site Drainage		2	4			8		16				30	5,708			5,708	
	Utilities Evaluation		2	4			24	4	8				42	8,416			8,416	
	Process Flow Diagrams		2	2			4	8	16	8	8		48	7,802			7,802	
	Building Layouts		2	4			8	8	8	8	8		46	7,876			7,876	
	Hydraulic Evaluation and Profiles		2	4			12		40				58	10,264			10,264	
	Basic Site Security Provisions						4						4	812			812	
	Instrumentation and Control		4	6			20		20	8	8		66	11,846			11,846	
	Electrical		8	16			20		20	8	8		80	15,532			15,532	
	O&M Cost Opinion		2	2				4	16				24	4,282			4,282	
	Pre-Design Activities	3	6	0	0	0	22	0	8	0	4	0	43	\$ 8,492	\$ 47,939	\$ -	\$ 56,431	
	Geotechnical investigation		1	2			10		4		2		19	3,646	19,900		23,546	
	Survey and mapping		1	2			10		4		2		19	3,646	26,739		30,385	
	Development of legal descriptions		1	2			2						5	1,200	1,300		2,500	
	Draft Preliminary Design Report		6	8		8	24	16	60		8	8	138	24,136		5,000	29,136	
	CMAR Technical Support and Coordination		20	16			32						68	16,256			16,256	
300	DETAILED DESIGN	282	553	0	145	131	1,170	234	1,145	0	967	73	4,699	\$ 840,265	\$ -	\$ 21,000	\$ 861,265	
	Plans and Specifications (includes 60%, 90%, Final)		258	513	0	145	131	1,110	234	1,145	0	967	73	4,575	\$ 811,069	\$ -	\$ 21,000	\$ 832,069
	60% Drawings and Specifications		97	192	0	52	50	422	89	435	0	367	28	1,731	306,299		8,000	314,299
	90% Drawings and Specifications		97	192	0	52	50	422	89	435	0	367	28	1,731	306,299		8,000	314,299
	Final Drawings and Specifications		64	130	0	42	31	266	56	275	0	232	18	1,114	198,471		5,000	203,471
	CMAR Technical Support and Coordination		24	40			60						124	29,196		-	29,196	
400	PERMITTING AND REGULATORY COMPLIANCE ASSISTANCE	14	28	0	0	12	76	8	16	4	8	24	190	\$ 36,724	\$ -	\$ 1,500	\$ 38,224	
	ADEQ Approval-to-Construct		4	10		4	16		8	4			46	9,618		1,000	10,618	
	Conduct Coordination Meetings with Town of Marana Development Services		6	6		8	16	8	8		8	8	68	12,394		200	12,594	
	Fire District Coordination			4			8						12	2,644		100	2,744	
	Native Plants			4			4						8	1,832		200	2,032	
	Assist Town with Obtaining Right-of-Way Use Permits		2	2			8						12	2,702		-	2,702	
	Stormwater Pollution Prevention Plans (SWPPP)		2	2			24					16	44	7,534		-	7,534	

TOWN OF MARANA
PROFESSIONAL ENGINEERING SERVICES
PICTURE ROCKS AND AIRLINE/LAMBERT WATER SYSTEMS
WATER QUALITY IMPROVEMENT PROJECTS
Project Nos.: WT050 and WT051

Fee Proposal Breakdown

Tasks	Task and Sub-Task Description	LABOR												Subconsultants	Other Direct Costs (ODCs)	TOTAL PROJECT COSTS
		Technical Director/Senior PM	Principal Engineer-Scientists/Senior PM	Resident Engineer	Quality Manager	Principal Engineer-Scientists/PM	Project Professional	Professional	Engineering Assistant	Senior CADD Technician	CADD Technician	Clerical / Word Processor	Total Labor Hours	Total Labor Cost		
		\$ 284	\$ 255	\$ 239	\$ 218	\$ 208	\$ 203	\$ 177	\$ 156	\$ 151	\$ 99	\$ 99				
500	CONSTRUCTION-PHASE SERVICES	73	338	2,309	60	180	464	40	495	0	0	208	4,168	908,629	\$ 6,000	\$ 926,629
	Pre-construction Meeting	4	4	4			4						16	3,924		3,924
	Bi-weekly Construction Progress Meetings	15	30	60			30						135	32,340		32,340
	Engineering Services During Construction	50	272	624	0	0	330	0	495	0	0	198	1970	\$ 396,760	\$ -	\$ 396,760
	Submittal review	21	158	316	0	0	158	0	242	0	0	158	1,053	207,208		207,208
	Requests for Interpretation	11	55	221	0	0	99	0	143	0	0	22	551	114,621		114,621
	Design clarifications	11	45	45	0	0	45	0	68	0	0	11	226	46,329		46,329
	Review of change orders	7	14	42	0	0	28	0	42	0	0	7	140	28,602		28,602
	Resident Services During Construction (incl. CMAR Pay Applications Certif.)	8.5		1,621									1621	\$ 387,419	\$ 10,000	\$ 397,419
	Special Inspections	4	32	0	60	180	100	40	0	0	0	10	426	\$ 88,186	\$ 6,000	\$ 96,186
	Discipline Inspections (Electrical, Structural, Mechanical)				60	100	100					2	262	54,378	6,000	60,378
	Commissioning and Manufacturers' Training	4	32			80		40				8	164	33,808	2,000	35,808
600	POST-CONSTRUCTION SERVICES	50	132	48	0	0	196	24	320	0	306	44	1,120	\$ 187,938	\$ -	\$ 192,838
	Final Inspection		8	8									16	3,952		4,152
	Record Drawings	2	20				40				250		312	38,538	2,000	40,538
	Operation and Maintenance Plans	8	16				40	24	160		40	20	308	49,620	500	50,120
	Regulatory Support (ADEQ Approval-of-Construction)	4	8				16				16	4	48	8,404	200	8,604
	Control System Programming, Training, and Startup Support (<i>See Note 3</i>)												0	-		-
	Treatment Systems Startup and Performance Testing Plan	4	16				20		40			4	84	15,912	500	16,412
	CMAR Warranty Support	8	24				40		40			8	120	23,544	500	24,044
	As-needed O&M, Monitoring, Reporting, and Regulatory Support	24	40	40			40		80			8	232	47,968	1,000	48,968
TOTAL		641	1,339	2,357	213	323	2,245	434	2,378	44	1,333	433	11,739	\$ 2,285,273	\$ 53,939	\$ 2,389,612

NOTES:

- The following compensation method applies to each scope of work task:
100 Lump Sum
200 Lump Sum
300 Lump Sum
400 Lump Sum
500 Time and Materials
600 Time and Materials
- Budget estimates for tasks with the time and materials compensation method were prepared for the purposes of establishing an overall allowance, and they do not represent individual not-to-exceed amounts by task. Combined expenditures for all time and materials tasks are subject to the overall not-to-exceed budget limit authorized.
- Control system programming, training, and startup support are not included in this budget estimate but will be provided under Supplemental Engineering Services via a contract amendment after the design and control needs are further developed.



Council-Regular Meeting

C3

Meeting Date: 01/15/2019

To: Mayor and Council

Submitted For: John Kmiec, Water Director

From: Frank Cassidy, Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-002: A resolution of the Mayor and Common Council of the Town of Marana, Arizona, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Clean Water Revolving Fund program; delegating the determination of certain matters relating thereto to the Manager and the Finance Director of the town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution and declaring an emergency (John Kmiec)

Discussion:

The Town Council has directed staff to pursue the construction of water treatment facilities to remove from Marana drinking water certain perfluorinated compounds that exceed health advisory levels. To that end, Town staff is proceeding with the design of the facilities and has applied for a Clean Water State Revolving Fund loan from the Water Infrastructure Finance Authority of Arizona (WIFA).

WIFA has now approved the loan and has delivered a proposed loan agreement to the Town. WIFA requires the Town to adopt a resolution approving the loan agreement and containing other standard language and terms. The Town's bond attorney, Michael Cafiso, has reviewed the loan agreement and has prepared the proposed resolution accompanying this agenda item, to comply with WIFA's requirements. The anticipated loan closing date is January 25.

The proposed resolution includes an emergency clause, to allow the resolution to be effective immediately, thereby allowing the closing to occur as scheduled on January 25. The closing may be delayed if the resolution is adopted without the emergency clause.

The backup materials include the current draft of the loan agreement. The resolution provides for further reasonable modifications of the loan agreement as approved by the Town Manager. Paragraph 2.4 of the standard terms and conditions document of the loan agreement allows prepayment, without penalty, at any time, out of the proceeds of the pending PFCs litigation proceeds.

Financial Impact:

Fiscal Year: 19
Budgeted Y/N: Y
Amount: \$1,128,297.52*

*The primary repayment source is excise taxes (including state shared revenues). The loan term is 20 years. Payments are to be made semi-annually. The "Combined Interest and Fee Rate" (CIFR) is shown on the loan documents to be 4.250%. This includes a fee of 1.5% (150 basis points). The 4.250 CIFR is an estimate. The actual rate charged on the amount of the loan required to be repaid will be based on market activity on the Wednesday prior to closing. At 4.250%, the Town's annual payment would be \$1,128,297.52.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-002, approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona from its Clean Water Revolving Fund Program; delegating the determination of certain matters relating thereto to the manager and the finance director of the Town; providing for the transfer of certain moneys and making certain covenants and agreements with respect thereto; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by such loan agreement and this resolution; and declaring an emergency.

Suggested Motion:

I move to adopt Resolution No. 2019-002, approving the WIFA loan and other related matters and declaring an emergency.

Attachments

Resolution No. 2019-002
Draft Loan Agreement
Standard Terms and Conditions

RESOLUTION NO. 2019-002

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF MARANA, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA FROM ITS CLEAN WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE MANAGER AND THE FINANCE DIRECTOR OF THE TOWN; PROVIDING FOR THE TRANSFER OF CERTAIN MONEYS AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Common Council of the Town of Marana, Arizona (the "Town"), has heretofore applied to the Water Infrastructure Finance of Arizona (the "Authority"), for a loan (the "Loan") from the Authority's Water Revolving Fund Program (the "Program") to provide funds to design and construct an ion exchange for polyfluoroalkyl removal plus low-pressure high output ultraviolet and peroxide advanced oxidation process for dioxane removal with granular activated carbon for peroxide quenching as well as payment of the Town's proportionate share of expenses of administering the Program and any bonds issued by the Authority with respect thereto (collectively, the "Project"); and

WHEREAS, the terms and conditions under which the Loan will be made and the obligations of the Town with respect to the Loan will be set forth in a loan agreement to be executed and delivered by the Town and the Authority (the "Loan Agreement"); and

WHEREAS, the Loan and the loan repayments payable by the Town pursuant to the Loan Agreement (the "Loan Repayments") will be secured by a pledge of certain excise taxes and State shared revenues of the Town (collectively, the "Source of Repayment"); and

WHEREAS, the Mayor and Common Council of the Town have determined that it will be beneficial to the citizens of the Town to enter into and to perform the Loan Agreement, whereby the Town will borrow not to exceed \$15,000,000 from the Authority; and

WHEREAS, the Loan shall be repaid on or before twenty-five (25) years from the date of the execution and delivery of the Loan Agreement and the Loan shall bear interest at a rate not to exceed four and one quarter percent (4.25%) per annum; and

WHEREAS, there has been placed on file with the Clerk of the Town and presented at the meeting at which this Resolution was adopted the proposed form of the Loan Agreement;

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

Section 1. The form, terms and provisions of the Loan Agreement, in the form of such document (including the exhibits thereto) presented at the meeting at which this Resolution was adopted are hereby approved, with such insertions, omissions and changes, not inconsistent with the Town's application to the Authority or the requirements of the federal government or the Authority, as shall be approved by the Manager of the Town, the execution of such document being conclusive evidence of such approval, and the Manager of the Town is hereby authorized and directed, for and on behalf of the Town, to execute and attest and deliver, respectively, the Loan Agreement.

Section 2. For the payment of the principal of and interest on the Loan, the Town shall pay the Loan Repayments provided for in the Loan Agreement. The Town shall also pay all other amounts required to be paid by the Town pursuant to the provisions of the Loan Agreement.

Section 3. The obligation of the Town to pay the Loan Repayments provided for in the Loan Agreement to make the other payments provided for in the Loan Agreement is limited to payment from the Source of Repayment, and the obligations of the Town under the Loan Agreement shall not constitute nor give rise to a general obligation of the Town or any claim against its ad valorem taxing powers, or constitute an indebtedness within the meaning of any statutory or constitutional debt limitation applicable to the Town.

Section 4. The appropriate officials and officers of the Town are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and to consummate the transactions contemplated by the Loan Agreement, and by this Resolution, including, without limitation, the execution and delivery of any closing and other documents reasonably required to be delivered in connection therewith.

Section 5. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution. The Mayor and Common Council of the Town hereby declare that it would have adopted this Resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the execution and delivery of the Loan Agreement

pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Resolution may be held illegal, invalid or unenforceable. All resolutions or parts thereof, inconsistent herewith, are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any resolution or any part thereof.

Section 6. All actions of the officers and agents of the Town including the Mayor and Common Council of the Town which conform to the purposes and intent of this Resolution and which further the execution and delivery of the Loan Agreement as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the Town as may be necessary to carry out the terms and intent of this Resolution.

Section 7. All acts and conditions necessary to be performed by the Town or to have been met precedent to and in the execution and delivery of the Loan Agreement in order to make it a legal, valid and binding obligation of the Town will at the time of delivery of the Loan Agreement have been performed and have been met, in regular and due form as required by law, and no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the execution and delivery of the Loan Agreement.

Section 8. All formal actions of the Mayor and Common Council of the Town concerning and relating to the passage of this Resolution were taken in an open meeting of the Mayor and Common Council of the Town, and all deliberations of the Mayor and Common Council of the Town and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 9. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public health and welfare and for the further reason that the execution and delivery at the earliest possible date of the Loan Agreement is urgently needed to attempt to secure the lowest possible interest cost to the Town; therefore, an emergency is hereby declared to exist and this Resolution is enacted as an emergency measure and shall be in full force and effect from and after the passage and adoption by the Mayor and Common Council of the Town, as required by law, and this Resolution is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Section 10. After the execution and delivery of the Loan Agreement and upon receipt of the Loan from the Authority, this Resolution shall be and remain irrevocably until the Loan and the Loan Agreement and the interest thereon shall have been fully paid, cancelled and discharged.

[Remainder of Page Intentionally Left Blank.]

PASSED AND ADOPTED by the Common Council and approved by the Mayor of the Town of Marana, Arizona, this 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2019-..... was duly passed and adopted by the Mayor and Common Council of the Town of Marana, Arizona, at a regular meeting held on the 15th day of January, 2019, and the vote was ayes and nays.

.....
Town Clerk

Loan Agreement

Water Infrastructure Finance Authority of Arizona
(the “Authority”)

and

Town of Marana
(the “Local Borrower”)

Evidencing a Loan from the
Authority to the Local Borrower

Dated as of **TBD**, 2019

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Exhibit A	Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule
Exhibit B	Technical Assistance Terms and Conditions
Exhibit C	Reporting Requirements
Exhibit D	Source of Repayment
Exhibit E	Debt Service Reserve Requirements
Exhibit F	Replacement Reserve Requirements
Exhibit G	Form of Opinion of Counsel to Borrower
Exhibit H	Tax Compliance Certificate of Local Borrower

Loan Agreement

This Loan Agreement (this “*Loan Agreement*”) is made and entered into as of **TBD** by and between the Water Infrastructure Finance Authority of Arizona (the “*Authority*”), and Town of Marana (the “*Local Borrower*”), a political subdivision of the State of Arizona.

This Loan Agreement includes the attached Exhibits and the attached Standard Terms and Conditions. Any capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Exhibits and the Standard Terms and Conditions.

The Authority and the Local Borrower agree as follows:

Article 1 Description of the Loan

Section 1.1 Name and Address of Local Borrower.

Town of Marana
Attention: Yiannis Kalaitzidis, Finance Director
11555 W Civic Center Drive
Marana, Arizona 85653
Telephone: (520) 382-3493
Fax: (520) 382-1945

Section 1.2 Authorized Officer(s) of Local Borrower.

Town of Marana
Attention: Jamsheed Mehta, Town Manager
11555 W. Civic Center Drive
Marana, Arizona 85653
Telephone: (520) 382-1906
Fax: (520) 382-1901

Section 1.3 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Local Borrower at the address specified in Section 1.1 and to the Authority at the following address:

Executive Director
Water Infrastructure Finance Authority of Arizona
100 North 15th Avenue, Suite 103
Phoenix, Arizona 85007
Telephone: (602) 364-1310
Fax: (602) 364-1327

Any of the parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 1.4 Loan Information. The terms of the Loan include the terms set forth in the Exhibits, which are part of this Loan Agreement:

- Exhibit A** Financial Assistance Terms and Conditions; Borrower Payment Instructions; and Loan Repayment Schedule
- Exhibit B** Technical Assistance Terms and Conditions
- Exhibit C** Reporting Requirements
- Exhibit D** Source of Repayment
- Exhibit E** Debt Service Reserve Requirements
- Exhibit F** Replacement Reserve Requirements
- Exhibit G** Form of Opinion of Counsel to Borrower
- Exhibit H** Tax Compliance Certificate of Local Borrower

Prior to Loan Closing, the Local Borrower must deliver to the Authority the Opinion of Local Borrower Counsel in the form of Exhibit G and the Tax Compliance Certificate of Local Borrower in the form of Exhibit H, signed and dated the date of Loan Closing.

Article 2 Description Of The Project

Section 2.1 Description of Project. The Project is described in Project Summary attached to the Loan Resolution of the Authority, and in Exhibit B of this Loan Agreement.

Section 2.2 Description of System. The term “System” means and includes all of the properties and facilities of the complete waterworks plant and system of the Local Borrower, whether lying within or without the boundaries of the Local Borrower, as now existing and as they may hereafter be improved or extended, all improvements, additions and extensions thereto or replacements thereof hereafter constructed or acquired by purchase, contract or otherwise and all contracts, rights, agreements, leases and franchises of every nature owned by the Local Borrower and used or useful or held for use in the operation of said plant and system or any part or portion thereof.

Article 3 Loan to Local Borrower; Amounts Payable

Section 3.1 The Loan. The Authority shall loan and disburse to the Local Borrower in accordance with this Article 3 an amount listed in Exhibit A (the “Loan”), and the Local Borrower shall borrow and accept from the Authority, the Loan in the principal amount determined pursuant to this Article 3; provided, however, that (i) the Authority shall be under no obligation to disburse any amount of the Loan if an Event of Default has occurred and is continuing under this Loan Agreement, and (ii) the amount to be disbursed shall be lawfully

available for disbursement. The Local Borrower shall use the proceeds of the Loan strictly in accordance with the requirements of this Loan Agreement.

Section 3.2 Disbursements of Loan Proceeds. The Authority may disburse funds by check, by electronic means or by means of magnetic tape or other transfer medium. Except as hereinafter provided, disbursements shall be made only when (i) the request for disbursements is in substantially the form provided by the Authority and is accompanied by the necessary certifications and documentation and (ii) an Authorized Officer of the Authority has determined that such disbursement is proper. An Authorized Officer of the Authority shall approve disbursements directly to the persons or entities entitled to payment or to the Local Borrower in the case of reimbursement for costs of services already paid, and shall provide the Local Borrower with a copy of the approval and the date approved. Disbursements may be made only for Eligible Project Costs.

Section 3.3 Amounts Payable. The Local Borrower shall pay to the Authority the amounts shown in Exhibit A on or before the dates shown in Exhibit A, as the same may be adjusted as provided in the Standard Terms and Conditions, to reflect any revisions to the principal repayment schedule of the Loan. Such payments shall be made by electronic funds transfer or by direct debit to the Authority.

Section 3.4 Tax Covenants.

(a) General. The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its bonds (“Authority Bonds”) from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority’s interest for the Loan to qualify and be an obligation that bears interest that is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become “arbitrage bonds” within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that

end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) Modification Based on Bond Counsel Opinion. Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) Bond Counsel Opinion. For purposes of this Section, “bond counsel opinion” means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

IN WITNESS WHEREOF, the Authority and the Local Borrower have caused this Loan Agreement to be executed and delivered as of the date of execution hereof.

Water Infrastructure Finance Authority of Arizona

By: _____
Trish Incognito, Executive Director

Town of Marana

By: _____
Jamsheed Mehta, Town Manager

Attest:

By: _____
Clerk

Declaration of Official Intent

For Reimbursement of Expenditures from Bonds

This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the “Code”)

1. The undersigned, on behalf of the Water Infrastructure Finance Authority of Arizona (the “Authority”) declares that the Authority reasonably expects that the expenditures described in paragraph 2 (the “Original Expenditures”) will be reimbursed with the proceeds of the “bonds” (as defined in Section 150 of the Code).
2. Description of the expenditures to be reimbursed.
 - (a) Expenditures initially made from and to be reimbursed to the Drinking Water Revolving Fund.
 - (b) For a loan or other financial assistance provided to the Town of Marana, Loan Number **TBD**.
 - (c) The maximum principal amount of the bonds expected to be issued for the Original Expenditures, including costs of issuing the bonds is \$15,000,000.00.

The undersigned has been authorized by the Authority to make and sign this Declaration on behalf of the Authority.

Water Infrastructure Finance Authority

By: _____
Its: Executive Director

Date of Declaration: **TBD**

Caution: This Declaration of Official Intent will not be effective unless the bonds providing moneys for the reimbursement are issued and the reimbursement described above is made (by an allocation on the books and records identifying the expenditures as in paragraph 2 above) within the applicable period prescribed in the Treasury Regulations – generally, 18 months after the later of the date of the expenditure or the date the project is placed in service, but in no event later than three years after the date of expenditure.

LOAN AGREEMENT STANDARD TERMS AND CONDITIONS

Water Infrastructure Finance Authority of Arizona

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This document sets forth Standard Terms and Conditions applicable to the Loan made by the WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (the “Authority”) to the Local Borrower. These Standard Terms and Conditions are a part of the Loan Agreement to which this document is attached. Certain terms used herein are defined in Article 8.

Article 1 Covenants of the Local Borrower Relating to the System and the Project.

Section 1.1 **Operation and Maintenance of System.** The Local Borrower covenants and agrees that it shall, in accordance with prudent utility practice, (a) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (b) maintain the System in good repair, working order and operating condition, and (c) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the operations carried on in connection therewith shall be properly and advantageously conducted from revenues of the System or, if the Local Borrower so elects, from any other source of funds lawfully available.

Section 1.2 **Additions and Modifications.** The Local Borrower may make any additions, renewals, replacements, modifications or improvements to the System which it deems desirable and which do not materially reduce the operational integrity of any part of the System. All such renewals, replacements, additions, modifications and improvements shall become a part of the System.

Section 1.3 Disposition of Project and System.

(a) The Local Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System except upon compliance with the provisions of this Section; provided, however that the requirements of this Section shall not apply to transactions which are capital leases within the meaning of generally accepted accounting principles to finance expansion or improvement of the System and under which the Local Borrower maintains a purchaser’s interest or other beneficial ownership, use, possession and control of the System so long as no default exists.

(b) The Local Borrower may sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System if the Local Borrower shall give at least ninety (90) days’ prior written notice to the Authority of the proposed transaction, and the Authority gives its written consent which shall not be unreasonably withheld. The Local Borrower understands that the Authority, in determining whether or not to give its consent, must determine that the proposed transaction will not adversely affect the Authority’s ability to meet its duties, covenants, obligations and agreements or conditions of any grant received by the Authority or the State from the United States of America, which is related to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act, as amended, and the Federal Safe Drinking Water Act, as amended.

(c) Notwithstanding the provisions of subsection (b) above, the Local Borrower may sell, lease or otherwise dispose of, any of the property comprising part of the System without prior notice to or the consent of the Authority, other than the Project, in either of the following circumstances:

- (i) If the Local Borrower determines that such property is not necessary, useful or profitable to the operation of the System; or
- (ii) If the value of such property sold, leased or otherwise disposed of in any one year is equal to not more than 5% of the value of the fixed assets of the System.

Section 1.4 **Cost of Project.** The Local Borrower certifies that the estimated Eligible Project Costs as listed in Section 1 of Exhibit B is a reasonable and accurate estimation of the Eligible Project Costs and, upon the direction of the Authority the Local Borrower will supply the Authority with a certificate from its engineer stating that such estimated Eligible Project Costs is a reasonable and accurate estimation.

Article 2 Additional Covenants of the Local Borrower

Section 2.1 **Unconditional Obligations.** The obligation of the Local Borrower to make the Loan Repayments and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part described herein are payable solely from the Source of Repayment described in this Loan Agreement and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments hereunder remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement, or any rights of set-off, recoupment, abatement or counterclaim that the Local Borrower might otherwise have against the Authority or any other party or parties; provided, however, that payments under this Loan Agreement shall not constitute a waiver of any such rights. The Local Borrower shall not be obligated to make any payments required to be made by any other local borrowers under separate loan agreements or local borrower bonds. Notwithstanding any other provision of this Section 2.1, or this Loan Agreement, neither the Authority, nor any assignee of the Authority shall have the right or ability to compel the repayment of this Loan Agreement from any source other than the Source of Repayment.

Section 2.2 **Performance Under Loan Agreement.** The Local Borrower covenants and agrees (a) to maintain the System in good repair and operating condition; (b) to cooperate with the Authority to the extent it may lawfully do so, in the observance and performance of the respective duties, covenants, obligations and agreements of such Local Borrower and the Authority under this Loan Agreement; and (c) to comply with the covenants set forth in this Loan Agreement.

Section 2.3 **Disclaimer of Warranties.** The Local Borrower acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project; and (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the laws of the United States or of the State.

Section 2.4 **Loan Repayments; Prepayments; Providing for Payment of the Loan.**

(a) Loan Repayments.

(i) The Local Borrower shall pay to the Authority the amounts set forth in the Loan Repayment Schedule contained in Exhibit A on or before the due dates shown in Exhibit A.

(ii) Each payment made as a Loan Repayment as described in subsection (i) shall be applied first to the combined interest and fee payment then due and payable on the Loan and then to the principal amount of the Loan.

(iii) In addition to the other payments required by this Section, the Local Borrower shall pay a late charge for any payment that is received by the Authority later than the tenth day following its due date, in an amount equal to six percent per annum of the amount of the late payment from its due date to the date it is actually paid; provided, however, that the combined interest and fee rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law or any proceedings or resolution authorizing the execution of this Loan Agreement.

(iv) Upon the final disbursement, if the Loan amount is less than the estimated Eligible Project Costs, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service, and the Authority shall compute the adjusted combined interest and fee amounts to reflect the adjusted principal amounts and shall enter the results in a revised Loan Repayment Schedule delivered to the Local Borrower.

(b) Prepayments.

(i) Optional Prepayment. Other than as described in (ii) below, the Loan is not subject to prepayment prior to the tenth anniversary of the final loan draw. The Local Borrower may prepay the Principal Repayment Amount of the Loan in whole or in part in advance of the due dates on or after the tenth anniversary of the final loan draw without penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date.

(ii) Extraordinary Optional Prepayment. Notwithstanding (i) above, the Local Borrower may prepay the Loan, in whole or part at any time without premium or penalty upon written notice delivered to the Authority at least 60 days prior to the prepayment date, but only from the net proceeds of any monetary award or settlement received by the Local Borrower from the pending lawsuit [Legal Name of Lawsuit].

(iii) Partial Prepayment Provisions. If the Local Borrower prepays the Repayment Principal Amount in part, the amount of each Principal Installment due as set forth in the Loan Repayment Schedule contained in Exhibit A shall be adjusted to achieve substantially level debt service. Upon such adjustment, the Authority shall compute the adjusted combined interest and fees amounts to reflect the adjusted principal amounts and shall enter the results in the Loan Repayment Schedule with notice to the Local Borrower.

(c) Providing for Payment of the Loan. The Local Borrower may at any time provide for the payment and discharge of the Loan, as provided in this subsection. The Loan shall be deemed to have been paid and discharged if:

(i) the Local Borrower has delivered to the Authority proof satisfactory to the Authority that the Local Borrower has deposited with a financial institution acceptable to the Authority, in trust for and irrevocably committed to payments on the Loan, cash or non-callable direct obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) and obligations of any agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America, which are of such maturities and interest payment dates, and bear such interest, as will be sufficient together with any moneys also deposited, without further investment or reinvestment of either the principal amount or the interest earnings (which earnings are to be held likewise in trust and so committed), to pay all the amounts due under the Loan, as set forth in the Loan Repayment Schedule contained in Exhibit A, as evidenced in a report of an independent firm of nationally recognized certified public accountants addressed to and delivered to the Authority; and

(ii) the Authority has received a bond counsel opinion (as described in Section 6.2(b) and (c) below) to the effect that the deposit of funds and the investment of such deposit, as described in the preceding paragraph, will not, by itself, adversely affect the exclusion from gross income of interest on the Loan or any Authority Bonds for federal income tax purposes.

Section 2.5 **Source of Repayment of Local Borrower's Obligations and Pledge.** The Local Borrower irrevocably pledges the Source of Repayment described in this Loan Agreement for the punctual payment of all amounts due under the Loan Agreement. The Authority and the Local Borrower agree that the amounts payable by the Local Borrower under this Loan Agreement are payable solely from the Source of Repayment described in this Loan Agreement and are not payable from any other source whatsoever, unless the Local Borrower chooses to pay, and pays, any amount due hereunder from any other source lawfully available to it.

Section 2.6 **Insurance.** The Local Borrower shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs or through membership in a risk retention pool, including, but

not limited to, the Arizona Municipal Risk Retention Pool (in accordance with the Local Borrower's customary practices) providing against risk of direct physical loss, damage or destruction of the Project and the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost.

Section 2.7 **No Liens.** Except for:

(a) the debt service on any future bonds, notes or other evidence of indebtedness of the Local Borrower issued or contractual obligations incurred in accordance with this Loan Agreement payable from the funds pledged to the payment of this Loan Agreement which are on parity with the lien and charge on the funds so pledged to pay this Loan Agreement and

(b) as provided in Exhibit D of this Loan Agreement, the debt service on currently outstanding bonds, notes or evidences of indebtedness or contractual obligations of the Local Borrower, if any, payable from the Source of Repayment described in Exhibit D of this Loan Agreement which the Local Borrower has disclosed to the Authority in writing,

the funds so pledged as described in this Loan Agreement after the payment of all costs of operating and maintaining the System, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which are prior to, or of equal rank with, the obligation of the Local Borrower to pay this Loan Agreement, and all corporate or other action on the part of the Local Borrower to that end has been and will be duly and validly taken.

Section 2.8 **Disadvantaged Business Enterprises.** As applicable, the Local Borrower shall comply with 40 C.F.R Part 33¹ including but not limited to:

Local Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in sections (a) through (e) above.

¹ See Article 9 for a full list of applicable federal laws and authorities relating to Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.

These conditions must be included in all procurement contracts entered into by the Local Borrower for all DWRF and CWRP projects:

- (a) The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
- (b) The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
- (c) If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
- (d) The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.
- (e) The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

- (f) The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 – DBE Program Subcontractor Performance Form. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Local Borrower.
- (g) The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package to the Local Borrower.
- (h) A Local Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 3 Representations of Local Borrower

The Local Borrower represents for the benefit of the Authority that the representations contained in this Loan Agreement are true at the time of execution and delivery of this Loan Agreement and, other than with respect to events outside of Local Borrower's control, will be true in all material respects at all times during the term of this Loan Agreement.

Section 3.1 Organization and Authority.

- (a) The Local Borrower is a Political Subdivision or Indian Tribe as defined in the Authority Act.
- (b) The Local Borrower has full legal right and authority and has, or will obtain as and when required, all necessary licenses and permits required to acquire, own, operate and maintain the Project and the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to undertake and complete the Project, to pledge the Source of Repayment, and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is a project which the Local Borrower may undertake pursuant to State law and for which the Local Borrower is authorized by law to borrow money.

(c) The proceedings of the Local Borrower's governing body approving this Loan Agreement and authorizing its execution, issuance and delivery on behalf of the Local Borrower, and authorizing the Local Borrower to undertake and complete the Project have been duly and lawfully adopted in accordance with the laws of the State.

(d) This Loan Agreement has been duly authorized, executed and delivered by an Authorized Officer of the Local Borrower; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered this Loan Agreement, this Loan Agreement constitutes a legal and valid obligation of the Local Borrower enforceable in accordance with its terms, and the information contained under "Description of the Loan" in this Loan Agreement is true and accurate in all material respects.

Section 3.2 **Full Disclosure.**

(a) To the best of the Local Borrower's knowledge, there is no fact that the Local Borrower has not disclosed to the Authority in writing that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments due hereunder and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(b) The information relating to the Local Borrower (including without limitation the financial and statistical data contained therein) submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan was at the time of the Authority's approval of the Loan and at all times subsequent thereto up to and including the Loan Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any adverse respect. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority, and each of the Authority's agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorneys' fees incurred as a result of any omission or misstatement of material fact in the information submitted to the Authority by the Local Borrower in connection with the Authority's approval of the Loan, as it may have been supplemented and amended by the Local Borrower.

Section 3.3 **Pending Litigation.** There are no proceedings pending, or to the knowledge of the Local Borrower, threatened, against or affecting the Local Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the System, or the ability of the Local Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement that have not been disclosed in writing to the Authority in the Local Borrower's application for the Loan or otherwise.

Section 3.4 **Compliance with Existing Laws and Agreements.** The authorization, execution and delivery of this Loan Agreement by the Local Borrower, the observance and performance by the Local Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, the compliance by the Local Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Local Borrower pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of this Loan Agreement and any ordinance or resolution or indenture which authorized outstanding obligations of the Local Borrower which are on a parity with this Loan Agreement as to a lien on, or a source and security for, payment thereon from the source of payment that is pledged to the Loan Repayments) to which the Local Borrower is a party or by which the Local Borrower, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Local Borrower was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Local Borrower, the System or its properties or operations are subject.

Section 3.5 **No Defaults.** No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Local Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Local Borrower or the ability of the Local Borrower to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.6 **Governmental Consent.** The Local Borrower has or will have obtained prior to the date of the Loan Closing all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental agency) for the making, observance and performance by the Local Borrower of its duties, obligations and agreements under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof; and the Local Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Local Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the undertaking or completion of the Project and the financing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer, other than those already obtained or reasonably expected to be obtained, is required on the part of the Local Borrower as a condition to the authorization, execution and delivery of this Loan Agreement, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

Section 3.7 **Compliance with Law.** The Local Borrower:

(a) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and the failure to comply with which would materially adversely affect the ability of the Local Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System; and

(b) has obtained, or will obtain as and when required, all licenses, permits, franchises or other governmental authorizations necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Local Borrower to undertake or complete the Project or the condition (financial or otherwise) of the Local Borrower or the System.

Article 4 Assignment

Section 4.1 **Assignment and Transfer by Authority.** The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 4.2 **Assignment by Local Borrower.** This Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (ii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; and (iii) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Article 5 Defaults and Remedies

Section 5.1 **Events of Default.** If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “*Event of Default*”:

- (a) failure by the Local Borrower to pay, or cause to be paid, when due any Loan Repayment;
- (b) failure by the Local Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Local Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period, the payments of which are secured by the Source of Repayment described in this Loan Agreement;
- (c) failure by the Local Borrower to perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraphs (a) and (b) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Local Borrower by the Authority, unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Authority may not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Local Borrower and diligently pursued until the Event of Default is corrected;
- (d) the institution of any proceeding, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from the Source of Repayment described in this Loan Agreement;
- (e) a determination by the Authority that any material representation made by or on behalf of the Local Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement, is false or misleading in any material respect; and
- (f) the filing of a petition by or against the Local Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Local Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Local Borrower becoming insolvent or bankrupt or making an assignment for the benefit of its creditors; or the appointment of a custodian (including, without limitation, a receiver, liquidator or trustee of the Local Borrower or any of its property including the System) by court order, or possession of the Local Borrower or its property or assets is taken if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.2 **Notice of Default.** The Local Borrower shall give the Authority prompt telephone notice of the occurrence of any Event of Default referred to in Section 5.1 paragraph (c) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default, at such time as any senior administrative or financial officer of the Local Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing by the end of the next Business Day.

Section 5.3 **Remedies on Default.**

- (a) Whenever an Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Authority shall have the right to take any action permitted or required pursuant to this Loan Agreement and to take whatever other action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due on their scheduled payment dates or to enforce the performance and observance of any

duty, covenant, obligation or agreement of the Local Borrower hereunder, including, without limitation, appointment of a receiver of the System.

(b) Nothing in this Loan Agreement shall be construed to affect the Attorney General taking action to enforce this Loan Agreement in accordance with the Authority Act.

Section 5.4 **Attorney's Fees and Other Expenses.** In the event of a default hereunder by the Local Borrower, the Local Borrower shall on demand and to the extent not prohibited by applicable law pay to the Authority the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observance of any other duties, covenants, obligations or agreements of the Local Borrower to the extent permitted by law.

Section 5.5 **Application of Moneys.** The parties acknowledge that: (a) all amounts coming due hereunder as Loan Repayments shall be treated as principal and combined interest and fees with respect to the Loan which amounts are secured by a pledge of the Source of Repayment in accordance with Exhibit D of this Loan Agreement; and (b) amounts coming due under Section 5.4 hereof shall be secured by the Source of Repayment on a basis subordinate to the Loan Repayments, but on a parity with comparable expenses relating to such Outstanding Parity Obligations and Additional Parity Obligations.

However, any moneys collected by the Authority pursuant to Section 5.3 in the exercise of remedies with respect to amounts due or to become due hereunder shall be applied: (a) first, to pay any attorney's fees or other fees and expenses owed by the Local Borrower pursuant to Section 5.4 hereof, (b) second, to pay delinquent combined interest fees and late charges on the Loan; (c) third, to pay combined interest and fees then due and payable on the Loan; (d) fourth, to pay delinquent principal on the Loan in order of scheduled maturity; (e) fifth, to pay principal then due and payable on the Loan; and (f) sixth, to pay any other amounts due and payable pursuant to this Loan Agreement.

Section 5.6 **No Remedy Exclusive; Waiver; Notice.** No remedy conferred upon or reserved to the Authority hereunder is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it as described in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 5.7 **Retention of Authority's Rights.** Notwithstanding any assignment or transfer of this Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Local Borrower at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Local Borrower to the Authority.

Section 5.8 **Default by the Authority.** In the event of any default by the Authority in any duty, covenant, agreement or obligation described in this Agreement, the Local Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority described herein as may be necessary or appropriate. The Authority shall on demand pay to the Local Borrower the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observance.

Article 6 Provisions Applicable to Loans Financed by or Pledged to Secure Authority Bonds

Section 6.1 **General.** The Local Borrower acknowledges that the Authority is entering into this Loan Agreement and agreeing to make the Loan at this time for the benefit of the Local Borrower, and that the Authority may finance the Loan, along with other loans to other local borrowers, through the issuance of Authority Bonds and may pledge the Loan to secure Authority Bonds. If and for so long as the Authority's source of funds to make disbursements on, or to carry, the Loan represented by this Loan Agreement is, or becomes, the proceeds of Authority Bonds, or this Loan Agreement is assigned by the Authority as security for payment of amounts due or to become due on Authority Bonds, the Local Borrower agrees to cooperate with the Authority with respect to the issuance of Authority Bonds by furnishing and certifying information concerning the Local Borrower, the Project, the System and the Source of Repayment, and by agreeing to reasonable modifications and additions to this Loan Agreement necessary or convenient for the Authority Bond transaction. Without limiting the generality of the foregoing, the Local Borrower agrees that if the Authority at any time determines, in its discretion, that it is necessary in connection with the issuance of Authority Bonds or the maintenance of the Authority's bond program, then the provisions set forth in this Article shall be in effect.

Section 6.2 **Tax Covenants.**

(a) **General.** The Local Borrower acknowledges that, in connection with its state revolving fund programs, the Authority issues its Authority Bonds from time to time to finance loans and the Authority also pledges certain loans to secure and to serve as the source of payment for the Authority Bonds. As a result, and under the provisions of federal tax law applicable to the Authority Bonds, it is in the Authority's interest for the Loan to qualify and be a Tax-Exempt Obligation that is not an AMT Obligation. Therefore, the Local Borrower represents and covenants as follows with respect to the Loan and the Authority Bonds. The Local Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the exclusion from gross income of the interest on the Loan or the Authority Bonds under Section 103(a) of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an AMT Obligation, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon a bond counsel opinion as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly use or permit the use of any proceeds of the Loan or any other funds of the Local Borrower or take or omit to take any action that would cause the Loan or the Authority Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code or to fail to meet any other applicable requirement of Sections 103, 141, 148, 149 and 150 of the Internal Revenue Code or cause the interest on the Loan or the Authority Bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code. To that end, the Local Borrower will comply with all applicable requirements of Sections 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Loan.

(b) **Modification Based on Bond Counsel Opinion.** Notwithstanding any provision of this Section, if the Local Borrower provides to the Authority a bond counsel opinion to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Loan or the Authority Bonds pursuant to Section 103(a) of the Internal Revenue Code, the provisions of this Section and the covenants in this Section shall be deemed to be modified to that extent.

(c) **Bond Counsel Opinion.** For purposes of this Article, "bond counsel opinion" means an opinion letter of a firm of attorneys of national reputation experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds, and who is acceptable to the Authority.

Section 6.3 **Third Party Beneficiaries.** The Trustee, the owners from time to time of the Authority Bonds, any Credit Enhancer from time to time of the Authority Bonds and any underwriter of the Authority Bonds are each expressly acknowledged to be third party beneficiaries of this Loan Agreement and each representation, agreement, duty, obligation and provision of this Loan Agreement.

Section 6.4 **Additional Documents Relating to Authority Bonds.** The Local Borrower will furnish to the Authority and certify to such information and execute and deliver and cause to be executed and delivered such documents as the Authority, the underwriter or other parties to any Authority Bond transaction may reasonably require, including, without limitation:

(a) a certificate of an Authorized Officer of the Local Borrower to the effect that the information contained in the Final Official Statement (defined in Section 6.5, paragraph (a)) for the Authority Bonds concerning the Local Borrower is correct in all material respects and is an accurate summary of the information which it purports to summarize, and that nothing has come to the Authorized Officer's attention that would lead the Authorized Officer to believe that the information in the Final Official Statement relating to the Local Borrower contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(b) subject to the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 (the "Disclosure Rule"), a continuing disclosure undertaking of the Local Borrower meeting the requirements of the Disclosure Rule, and a statement of the Local Borrower as to whether it has failed to provide any information and notices required by the provisions of previous continuing disclosure undertakings, if any, of the Local Borrower under the Disclosure Rule, and if it has not, describing the circumstances and status of such failure; and

(c) an appropriate certificate executed by Authorized Officer of the Local Borrower concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate; and

(d) such other certificates, documents and information, and supplemental opinions of Local Borrower's counsel, as the Authority, the underwriters of the Authority Bonds or other parties to the Authority Bonds transaction may reasonably require and as are necessary to confirm the continued truth and accuracy of information supplied by or on behalf of the Local Borrower.

Section 6.5 **Disclosure Regarding Authority Bonds.**

(a) The information, if any, relating to the Local Borrower (including without limitation the financial and statistical data contained therein) which has been furnished by the Local Borrower to be included in, and which is included in, a Preliminary Official Statement of the Authority (the "*Preliminary Official Statement*"), or a final Official Statement (the "*Final Official Statement*") of the Authority concerning any Authority Bonds, as of the respective dates of each such document and at all times subsequent thereto up to and including the Bond Closing, will be (if necessary by amendment provided by the Local Borrower) true and correct and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. To the extent permitted by law, and notwithstanding any other provision of this Loan Agreement, the Local Borrower will indemnify, save and hold harmless the Authority and each other local borrower, if any, included in the Final Official Statement, and each of such parties' respective agents, for, from and against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any omission or misstatement of a material fact in the Local Borrower's information in the Final Official Statement, as it may have been supplemented or amended by the Local Borrower.

(b) The Local Borrower agrees that from the date of the Final Official Statement and for a period until not later than 25 days after the date of the Bond Closing if and so long as the offering of the Authority Bonds continues (i) the Local Borrower will furnish such information with respect to itself as the Authority (for itself or at the request of the underwriters of the Authority Bonds) may from time to time reasonably request and (ii) if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Authority, or counsel for the underwriters of the Authority Bonds, to amend or supplement the information in the Final Official Statement relating to the Local Borrower in order to make such information not misleading in light of the circumstances then existing, the Local Borrower will forthwith prepare, and furnish to the Authority and the underwriters such information relating to the Local Borrower as may be necessary to permit the preparation of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to the Bond Counsel to the Authority and counsel for the underwriters) which will amend or supplement the Final Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances then existing, not misleading.

(c) The Local Borrower agrees that if prior to the 25th day following the end of the underwriting period of the Authority Bonds, as defined for purposes of the Disclosure Rule, any event shall occur which causes the representations contained in Section 6.4, paragraph (a) to be false in any material respect, the Local Borrower shall promptly notify the Authority of such development, and if in the opinion of the Authority and the underwriters of the Authority Bonds such development requires the preparation of a supplement or an amendment to the Preliminary Official Statement or the Final Official Statement, the Local Borrower agrees to cooperate with the Authority and the underwriters for the Authority Bonds in preparing any such supplement or amendment in a form acceptable to such parties and to pay all reasonable expenses incurred by such parties in connection with the preparation thereof.

Section 6.6 Assignment and Transfer by Authority to Trustee.

(a) The Local Borrower expressly acknowledges that, other than the right of the Authority to be indemnified by the Local Borrower, all right, title and interest of the Authority in, to and under this Loan Agreement will be assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Authority's Master Trust Indenture, and that if any Event of Default shall occur the Trustee, pursuant to the Authority's Master Trust Indenture, shall be entitled to act hereunder in the place and stead of the Authority. The Local Borrower hereby acknowledges the requirements of the Authority's Master Trust Indenture applicable to the Authority Bonds and consents to such assignment and appointment. The Authority shall retain the right to compel or otherwise enforce observance and performance by the Local Borrower of its duties, covenants, obligations and to be indemnified by the Local Borrower; provided, however, that in no event shall the Authority or the Trustee have the right to accelerate the payments under this Loan Agreement.

(b) The Local Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or otherwise in connection with the Clean Water Revolving Fund and Drinking Water Revolving Fund programs of the Authority.

Section 6.7 Conditions to Assignment by Local Borrower. Notwithstanding Section 4.2, this Loan Agreement may not be assigned by the Local Borrower for any reason, unless the following conditions shall be satisfied: (i) the Authority, the Trustee and the Credit Enhancer, if any, of the Authority Bonds shall have approved said assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code or another entity acceptable to the Authority and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Local Borrower's duties, covenants, agreements and obligations hereunder; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Local Borrower hereunder; (iv) the Authority and the Trustee shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of Federal income taxation under Section 103(a) of the Code or make the Authority Bonds or the Loan AMT Obligations; and (v) the Authority and the Trustee shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Master Trust Indenture or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Capital Grant Facility or any capitalization grants received by the Authority or the State under the Federal Water Pollution Control Act and the Federal Safe Drinking Water Act.

No assignment shall relieve the Local Borrower from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Local Borrower shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Section 6.8 Sale or Other Disposition of Project or System. The Local Borrower agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the System unless (i) the transferee assumes the Local Borrower's obligations under this Loan Agreement in accordance with Section 6.6, (ii) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Documents, and will not adversely affect the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or cause such Authority Bonds to be AMT Obligations, and (iii) the Credit Enhancer, if any, of the Authority Bonds shall have given its prior written consent to such disposition.

Section 6.9 **Deficiencies Under Bond Documents Caused by Failure to Make Loan Repayment.** The Local Borrower acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the Bond Reserves or the CWRP Financial Assistance Account and DWRP Financial Assistance Accounts established under the Bond Documents, does not constitute payment of the amounts due under this Loan Agreement. If at any time the amounts on deposit in the Bond Reserves or the CWRP Financial Assistance Account and DWRP Financial Assistance Accounts shall be less than the amounts required by the Bond Documents as the result of any transfer of moneys from the Bond Reserves or the CWRP Financial Assistance Account and DWRP Financial Assistance Accounts which in turn is the result of a failure by the Local Borrower to make any Loan Repayments required hereunder, the Local Borrower agrees to (i) replenish such moneys so transferred, and (ii) replenish any deficiency arising from losses incurred in making such transfer as the result of the liquidation by the Authority of investment securities acquired as an investment of moneys in the Bond Reserves or the CWRP Financial Assistance Account and DWRP Financial Assistance Accounts, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at a combined interest and fee rate to be determined by the Authority necessary to make up any loss caused by such deficiency, provided that the combined interest and fee rate payable on the Loan including such make-up combined interest and fees shall not exceed the maximum rate permitted by the Authorizing Proceedings which authorized this Loan Agreement.

Section 6.10 **Indemnification.** To the extent permitted by law, the Local Borrower shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees to the extent incurred as a result of any gross negligence or willful misconduct by the Local Borrower, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement.

Section 6.11 **Compliance with Master Trust Indenture.** The Local Borrower covenants and agrees to take such action as it may lawfully take and as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Master Trust Indenture insofar as such duties, covenants, obligations and agreements relate to the obligations of the Local Borrower under this Loan Agreement.

Section 6.12 **Provisions Relating to Default.**

(a) Any notice or information which the Local Borrower is to give to the Authority pursuant to the provisions of Article 5 shall also be given by the Local Borrower to the Trustee and to any Credit Enhancer at the same time.

(b) Notwithstanding the provisions of Section 5.3, paragraph (a) and Section 5.7, so long as a Credit Enhancer is not in default of its obligations with respect to its payment guarantee of the Authority Bonds and such guarantee is in effect, the Credit Enhancer shall have the right to direct the exercise of remedies provided for herein and the Trustee and the Authority shall not pursue any remedy except with the prior written consent of the Credit Enhancer.

(c) In the event of a default hereunder by the Local Borrower, the Local Borrower shall also pay the expenses of the Trustee and of any Credit Enhancer in the same manner as provided in Section 5.4 with respect to the expenses of the Authority.

Section 6.13 **Tax Compliance Certificate.** If the Authority Bonds are issued and sold on the basis that they are Tax-Exempt Obligations, an Authorized Officer of the Local Borrower shall deliver an appropriate certificate concerning the reasonable expectations of the Local Borrower as to the use of the proceeds of the Loan and such other matters as may be required on the part of the Local Borrower in order to ensure that the Authority Bonds are and will remain Tax-Exempt Obligations that are not AMT Obligations, and the Local Borrower covenants to comply with the provisions of such certificate.

Article 7 Miscellaneous

Section 7.1 **Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Local Borrower and their respective successors and assigns.

Section 7.2 **Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 7.3 **Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Local Borrower.

Section 7.4 **Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.5 **Captions.** The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 7.6 **Further Assurances.** The Local Borrower shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement.

Section 7.7 **State of Arizona Contract Provisions.**

(a) **Books and Records.** As required by the provisions of Arizona Revised Statutes Section 35-214, the Local Borrower agrees that all books, accounts, reports, files and other records relating to this Loan Agreement shall be retained and shall be subject at all reasonable times to inspection and audits by the Authority for five years after completion of this Loan Agreement, and that upon request by the Authority such records shall be produced at any of the Authority offices designated herein as the place at which notices to the Authority are to be given.

(b) **Prohibition Against Discrimination.** In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order 2009-9, entitled "Prohibition of Discrimination in State Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors," which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Local Borrower shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

(c) **Governing Law and Forum.** This Loan Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Arizona, except as such laws may be preempted by any federal rules or regulations. The parties hereto expressly acknowledge and agree and all Local Borrowers by their acceptance thereof shall be deemed to have acknowledged and agreed that any judicial action to interpret or enforce the terms of this Loan Agreement against the Authority shall be brought and maintained in the Superior Court of the State of Arizona in and for Maricopa County or in the United States District Court in and for the District of Arizona.

(d) **Arbitration.** In the event of a dispute, the parties agree to use arbitration, after exhausting applicable administrative review, to the extent required by Arizona Revised Statutes Section 12-1518, and the prevailing party shall be entitled to attorney's fees and costs with respect thereto.

(e) **Notice of Arizona Revised Statutes Section 38-511 – Cancellation.** Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511, as amended. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to this Loan Agreement under the law of the State of Arizona.

(f) **Additional Warranties and Certifications from the Local Borrower.** In compliance with Section 23-214(B) of the Arizona Revised Statutes, the Local Borrower warrants to the Authority that either (i) it is not an "employer" (within the meaning of Arizona Revised Statutes Section 23-214(B)) or (ii) it is registered with and is participating in the employment verification pilot program as jointly administered by the United States department of homeland security and the social security administration or any of its successor programs (the "E-Verify Program") and that the proof submitted to the Authority of that registration and participation is true and correct. The Local Borrower

agrees that, until the Loan is fully paid, at all times during which it is an “employer” (within the meaning of Arizona Revised Statutes Section 23-214(B)) it will be registered with and will participate in the E-Verify Program. The breach by the Local Borrower of the foregoing shall be deemed a material breach by the Local Borrower of this Loan Agreement and may result in penalties up to and including the termination of this Loan Agreement. If the Authority determines that the Local Borrower is not so registered and participating when required, the Authority will notify the Local Borrower by certified mail of the determination of noncompliance and the Local Borrower’s right to appeal the determination. On a final determination of noncompliance, the Local Borrower shall repay all monies received as an economic development incentive (within the meaning of Arizona Revised Statutes Section 23-214(B)) to the Authority within thirty days of the final determination.

Article 8 Definitions

Section 8.1 **Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meaning:

“*AMT Obligation*” means a Tax-Exempt Obligation the interest on which is an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

“*Annual Loan Review Form*” means the loan compliance questionnaire circulated by the Authority to all borrowers as part of the Authority’s annual loan portfolio review.

“*Authority*” means the Water Infrastructure Finance Authority of Arizona, a body corporate and politic of the State of Arizona duly created and validly existing under and by virtue of the Authority Act.

“*Authority Act*” means Title 49, Chapter 8 (Section 49-1201 et seq.) of the Arizona Revised Statutes (“A.R.S.”).

“*Authority Bonds*” means any bonds of the Authority issued to finance the State’s revolving fund established pursuant to the Water Pollution Control Act, as amended, and the Safe Drinking Water Act, as amended.

“*Authorized Officer*” means, (i) with respect to the Local Borrower, the person whose name is set forth in this Loan Agreement or such other person or persons authorized by the Local Borrower to act as an authorized officer of the Local Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement whose name is furnished in writing to the Authority and the Trustee; and (ii) with respect to the Authority, the Chairman, Vice Chairman, Executive Director, or any other person or persons designated by the Board to act on behalf of the Authority with respect to this Loan Agreement; the designation of such person or persons shall be evidenced by a written certificate containing a specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or Vice Chairman.

“*Bond Closing*” means the date of initial delivery of and payment for the Authority Bonds.

“*Bond Documents*” means and includes the Master Trust Indenture, any supplemental indenture and any comparable or related document pursuant to which the Authority Bonds are issued, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

“*Bond Reserves*” means reserves established by the Bond Documents for the Authority Bonds to secure timely payment of amounts due on the Authority Bonds even if one or more local borrowers do not make timely payments on their loans.

“*Business Day*” means any day other than a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the designated office of the Authority (being Phoenix, Arizona) is located, are closed.

“*Capital Grant Facility*” means the contractual arrangement established with the Authority by the United States of America Environmental Protection Agency to make capitalization grant payments pursuant to Title VI of the Federal

Water Pollution Control Act, as amended (33 U.S.C. § 125 et seq.) and the Federal Safe Drinking Water Act, as amended (particularly 42 U.S.C. § 300j-12 et seq.).

“*Clean Water Act*” means the Federal Water Pollution Control Act amendments of 1972 (P.L. 92-500; 86 Stat. 816), as amended by the Water Quality Act of 1987 (P.L. 100-4; 101 Stat. 7) and the Water Resources Reform and Development Act of 2014 (P.L. 113-21, 128 Stat. 1193).

“*Clean Water Revolving Fund*” means the fund established by A.R.S. § 49-1221.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Combined Interest and Fee Rate*” means periodic interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

“*Construction Period*” means the period from the date of the Loan Closing until the date of the final disbursement of proceeds of the Loan pursuant to this Loan Agreement, but in no event later than the third anniversary of the Loan Closing.

“*Cost*” means those costs that are eligible to be funded from draws under the Capital Grant Facility and are reasonable, necessary and allocable to the Project and are permitted by generally accepted government auditing standards to be costs of the Project.

“*Credit Enhancer*” means the entity so designated in the Bond Documents, if any, or any successor thereto, that from time to time has issued and outstanding a municipal bond insurance policy or similar payment guarantee relating to the Authority Bonds.

“*CWRF Financial Assistance Account*” means the account so designated in the Master Trust Indenture to which loans funded by the Clean Water Revolving Fund shall be credited.

“*Debt Management Fee*” means the fee component of the combined interest and fee payments made by the Borrower, see Exhibit A to this Loan Agreement.

“*Department*” means the Department of Environmental Quality of the State of Arizona.

“*Drinking Water Facility*” has the meaning given that term in the Authority Act, currently: a community water system or a non-profit noncommunity water system as defined in the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660l; P.L. 95-190; 91 Stat. 1393; P.L. 104-182; 110 Stat. 1613) that is located in the State. The term does not include water systems owned by federal agencies.

“*Drinking Water Revolving Fund*” means the fund established by A.R.S. § 49-1241.

“*DWRF Financial Assistance Account*” means the account so designated in the Master Trust Indenture to which loans funded by the Drinking Water Revolving Fund shall be credited.

“*Eligible Project Costs*” means, whether incurred before or after the date of this Loan Agreement, such portion of the Costs as is disbursed by the Authority for the benefit of the Local Borrower. The Local Borrower and the Authority acknowledge that the actual Eligible Project Costs for the Project have not been determined as of the effective date of this Loan Agreement. The final Eligible Project Costs shall be established after all disbursements have been made.

“*Event of Default*” means any occurrence or event specified in Section 5.1 hereof.

“*Indian Tribe*” has the meaning given that term by the Authority Act, currently: any Indian tribe, band, group or community that is recognized by the United States Secretary of the Interior and that exercises governmental authority within the limits of any Indian reservation under the Jurisdiction of the United States government notwithstanding the issuance of any patent and including rights-of-way running through the reservation.

“*Loan*” means (a) during the Construction Period, the commitment to lend to the Local Borrower the Estimated Eligible Project Costs set forth in this Loan Agreement (as it may be amended or revised from time to time), and (b) thereafter, the amount of money equal to the Eligible Project Costs which is actually loaned to the Local Borrower pursuant to this Loan Agreement.

“*Loan Agreement*” or “*Agreement*” means this Loan Agreement, including the Exhibits and these Standard Terms and Conditions attached to this Loan Agreement, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“*Loan Closing*” means the date of execution and delivery of this Loan Agreement.

“*Loan Repayment Date*” means the payment dates commencing and ending on the dates set forth in this Loan Agreement.

“*Loan Repayments*” means the payments payable by the Local Borrower pursuant to this Loan Agreement.

“*Local Borrower*” means the Political Subdivision or Indian Tribe that is a party to and is described in the first paragraph of this Loan Agreement.

“*Master Trust Indenture*” means and includes the Master Trust Indenture dated as of August 1, 1999, as supplemented, and any comparable or related document, pursuant to which the Authority issues Authority Bonds.

“*Political Subdivision*” has the meaning given that term by the Authority Act, currently: a county, city, town or special taxing district authorized by law to construct wastewater treatment facilities.

“*Project*” is the project described in Section 2.1 of the Loan Agreement, all or a portion of the Cost of which is financed from the proceeds of the Loan.

“*Repayment Period*” means the period over which the principal amount of the Loan will be repaid which period begins and ends on the dates set forth in this Loan Agreement.

“*Repayment Principal Amount*” means the amount the Authority agrees to loan to the Local Borrower pursuant to this Loan Agreement or such lesser amount of actual Eligible Project Costs as represents the aggregate amount of the Loan actually made pursuant to this Loan Agreement.

“*Reserve Fund Surety*” means a surety bond, insurance policy, letter of credit or similar arrangement representing the irrevocable obligation of the issuer thereof to pay to or at the direction of the Local Borrower an amount up to the Reserve Requirement as set forth in Exhibit A.

“*Safe Drinking Water Act*” means the Federal Safe Drinking Water Act (P.L. 93-523; 88 Stat. 1660; P.L. 96-190; 91 Stat. 1393; P.L. 104-182; 110 Stat. 1613), as amended in 1996.

“*Source of Repayment*” means the “source of repayment” set forth in this Loan Agreement as defined in Exhibit D.

“*State*” means the State of Arizona.

“*System*” means the “System” as defined in Section 2.2 of the Loan Agreement.

“*Tax-Exempt Obligation*” means any obligation or issue of obligations (including bonds, notes and lease obligations treated for federal income tax purposes as evidences of indebtedness) the interest on which is excluded from gross income for federal income tax purposes within the meaning of Section 150 of the Code, and includes any obligation or any investment treated as a “tax-exempt bond” for the applicable purpose of Section 148 of the Code

“*Trustee*” means the Trustee appointed by the Authority pursuant to the Bond Documents and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Documents.

Terms not otherwise defined herein shall have the meanings ascribed to them in Exhibit D to the Loan Agreement.

Section 8.2 **Rules of Interpretation**. For all purposes of this Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of one gender include the corresponding words of other genders; words of neuter include both genders; and words in the singular include words in the plural and vice versa.
- (b) Words indicating persons, parties, or entities (and the like) include firms, associations, partnerships (including limited partnerships), limited liability companies (and the like), corporations, trusts and other legal entities, including public and governmental bodies, as well as natural persons.
- (c) References to a statute refer to the statute, as amended, and any successor statute, and to all regulations promulgated under or implementing the statute or successor statute, as in effect at the relevant time.
- (d) References to a governmental or quasi-governmental entity or representatives thereof also refer to an entity that succeeds to the functions of the governmental or quasi-governmental entity and representatives thereof.
- (e) Headings preceding sections of text and any table of contents are solely for convenience of reference and are not part of this Loan Agreement and are not to affect its meaning, interpretation or effect.
- (f) Actions permitted under this Loan Agreement may be taken at any time and from time to time in the actor’s sole discretion.
- (g) The word “including” means “including, but not limited to” and the word “include” means “include, among others.”
- (h) The terms “hereby,” “hereof,” “herein,” and “hereunder” (and the like) refer to this Loan Agreement.
- (i) Indications of time of day mean local time in Phoenix, Arizona.
- (j) This Loan Agreement shall be governed by and construed in accordance with the applicable law of the State of Arizona, except for its conflict of law rules and except as preempted by federal.

Article 9 List of Federal Laws and Authorities

By Section 5.4 and Section 5.5 of Exhibit B to the Loan Agreement, the Local Borrower agrees that the Project will comply with applicable provisions of the following federal laws and authorities:

Environmental:

1. Archaeological and Historical Preservation Act of 1974, Pub. L. 93-291; 16 U.S.C. § 469a-1.
2. Clean Air Act, Pub. L. 95-95, as amended; 42 U.S.C. § 7401 et. seq.
3. Clean Water Act, Titles II, IV, and V, Pub. L. 92-500, as amended.

4. Coastal Barrier Resources Act, Pub. L. 97-348; 16 U.S.C. § 3501 et. seq.
5. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 U.S.C. § 1451 et. seq.
6. Endangered Species Act, Pub. L. 93-205, as amended; 16 U.S.C. § 1531 et seq.
7. Environmental Justice, Executive Order 12898.
8. Farmland Protection Policy Act, Pub. L. 97-98; 7 U.S.C. § 4201 et seq.
9. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
10. Floodplain Management, Executive Order 11988, as amended by Executive Order 12148.
11. Magnuson-Stevens Fishery Conservation and Management Act, Pub L. 94-265, as amended; 16 U.S.C. § 1801 et. seq.
12. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended; 16 U.S.C. § 470 et. seq.
13. Protection and Enhancement of the Cultural Environment, Executive Order 11593.
14. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Pub. L. 99-645, as codified at 16 U.S.C. § 3901 et. seq.
15. Safe Drinking Water Act, Section 1424(e), Pub. L. 92-523, as amended; 42 U.S.C. § 300f et. seq.
16. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended; 16 U.S.C. § 1271 et. seq.
17. Migratory Bird Treaty Act of 1918, 16 U.S.C. § 703 et. seq.

Social Legislation:

1. Age Discrimination Act, Pub. L. 94-135; 42 U.S.C. § 6102.
2. Civil Rights Act of 1964, Pub. L. 88-352, Title VI; 42 U.S.C. § 2000d.
3. Equal Employment Opportunity, Executive Order 11246, as amended.
4. Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements.
 - a. Promoting the use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138 and 12432.
 - b. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.
 - c. Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993, Pub. L. 102-389; 42 U.S.C. § 4370d.
 - d. Title X Clean Air Act, Pub. L. 101-549; 42 U.S.C. § 7601 note.
5. Rehabilitation Act of 1973, Pub. L. 93-112; 29 U.S.C. § 794 (including Executive Order 11914 and 11250).
6. Section 13 of the Federal Water Pollution Control Act, Pub. L. 92-500; 33 U.S.C. § 1251.

7. The Drug Free Workplace Act Of 1988, Pub. L. 100-690.

Economic and Miscellaneous Authority:

1. Anti-Lobbying Provision (40 CFR Part 34) and New Restrictions on Lobbying, Section 319 of Pub. L. 101-121.
2. Debarment and Suspension, Executive Order 12549.
3. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended; 42 U.S.C. § 3331 et. seq.
4. Preservation of Open Competition and Government Neutrality, Executive Order 13502.
5. Prohibitions relating to violators of the Clean Air Act, Section 306 of the Clean Air Act, 42 U.S.C. § 7505; Section 508 of the Clean Water Act, 33 U.S.C. § 1368; Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.
6. Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646, as amended; 42 U.S.C. §§ 4601-4655.



Council-Regular Meeting

C4

Meeting Date: 01/15/2019

To: Mayor and Council

Submitted For: Hilary H. Hiser, Interim Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: January 15, 2019

Subject: Approval of Regular Council Meeting Minutes from December 18, 2018 and approval of Special Council Meeting - Council Connections Meeting Minutes from January 9, 2019 (Hilary H. Hiser)

Attachments

Draft Regular Council Meeting Minutes 12/18/2018

Draft Council Connections Meeting Minutes 01/09/2019



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers December 18, 2018, 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
John Officer, Council Member
Roxanne Ziegler, Council Member

MINUTES

CALL TO ORDER AND ROLL CALL: Mayor Honea called the meeting to order at 7:03 p.m. Interim Town Clerk Hilary Hiser called the roll. Council Member Kai was excused. With six council members present there was a quorum.

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

APPROVAL OF AGENDA: Council Member Bowen motioned to approve, with a second provided by Vice Mayor Post. The motion passed unanimously, 6-0.

CALL TO THE PUBLIC: No speaker cards were presented.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Bowen participated in the annual Colorado River Water Users Association meeting. He found the presentations helpful with understanding how each state uses its allotted river water credits.

Mayor Honea noted that the new Hampton Inn opens Thursday December 20, 2018. Also, the Mayor plans to attend a meeting of the Southern Pinal County Mayors' working group to discuss growth and economic development before the end of December.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager, Jamsheed Mehta reported the closure of Town Hall for December 24, 2018 and December 25, 2018, December 31, 2018, and January 1, 2019. Also, the annual Egg Nog Jog at Continental Reserve Park starts at 8:00 on January 1, 2019 and has both a 5K and 10K run. The next scheduled Council Connections meetings are January 9, 2019 at 5:00 p.m. at Home Plate and February 9, 2019 at 1:00 p.m. at Ora Mea Harn District Park.

Mr. Mehta provided the Council a brief year-end review touching on some of the major projects completed, e.g. the Police Facility, the Tangerine Sky Park, the Wastewater Treatment Facility. He also noted the start of several capital improvement projects at the Airport and for the Parks and Recreation department. Mr. Mehta cited almost 800 single family permits issued during 2018. He stated that the Council would need to consider several substantial policy changes in 2019, including adoption of the General Plan, major revisions to the Land Development Code, and adoption of new rate studies to help provide direction for future growth.

PRESENTATIONS

P1 Relating to Budget; presentation of independent auditor's report and final results for the 2017-2018 fiscal year. Presented by Yiannis Kalaitzidis, Finance Director.

Mr. Kalaitzidis reported the auditor's final report for the July 1, 2017 through June 30, 2018 fiscal year showed strong financial reporting and internal controls. There were no findings from the auditors and no difficulties were encountered during the audit period. Mr. Kalaitzidis noted the Town's expenditures were well within the alternative expenditure limitation parameters.

The Council took no formal action.

P2 Relating to Budget; presentation of first quarter results (July-September) for the Town's General Fund and other selected major funds for the 2018-2019 fiscal year. Presented by Yiannis Kalaitzidis, Finance Director.

Mr. Kalaitzidis noted the first quarter financial brief covers July 2018 through September 2018. He stated the Town is controlling expenditures and is meeting expected revenues. Every fund is behaving as expected during the first quarter. Mr. Kalaitzidis explained that the first quarter financial information is up to-date on the financial dashboard located on the Town's website. The dashboard provides users an interactive function to research and examine the Town's expenditures and revenues in more detail.

Also, **Mr. Kalaitzidis** explained that Town is experiencing higher than expected revenues due to a closure of a lawsuit and reinvestment of dividends from the insurance pool. Additionally, he said the wastewater operating fund was starting to reflect efficiencies generated from the wastewater treatment facility.

The Council took no formal action.

CONSENT AGENDA: *Council Member Ziegler motioned to approve, with a second provided by Council Member Bowen. The motion passed unanimously, 6-0.*

C1 Resolution No. 2018-114: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement between Pima County and the Town of Marana for Cooperative Public Highway, Road and Street (Roadways) and Intersection Inter-Jurisdictional Maintenance (Mo El-Ali)

C2 Resolution No. 2018-115: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute a DUI Abatement Grant Program Grant Agreement number DUIAC-E-117 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement and the Town of Marana for grant funding for DUI Warrant Detail (Starla Anderson)

C3 Approval of the Special Council Meeting - Council Connections Minutes from November 30, 2018; Approval of the Regular Council Meeting Minutes from December 4, 2018; Approval of the Special Council Meeting - Legislature Day Minutes from December 11, 2018 (Hilary H. Hiser)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance 2018.023: Relating to Development; approving a rezoning of approximately 17.3 acres of land from 'R-80' (single-family residential) and Zone 'C' (Large Lot Zone) to 'R-8' (single-family residential); and approving a minor amendment to the Marana General Plan amending the land use category from Rural Density Residential (RDR) to Low Density Residential (LDR), generally located .75 miles north of Moore Road on the west side of Tortolita Road. Presented by Cynthia Ross, Senior Planner.

Ms. Ross stated the applicant is requesting a minor amendment to the Marana General Plan to allow for cluster development of 34 single family residences with a minimum lot size of 8,000 square feet.

Mayor Honea reminded the chambers that this item was a public hearing and he would allow speakers who submitted cards to address the Council after he asked some clarifying questions. Mayor Honea stated he attended the Planning Commission that

discussed this development. He asked Ms. Ross to address the wall on the south side of the proposed development. **Ms. Ross** responded that the original proposal allowed for the Tortolita Reserve HOA to review and approve the wall. However, the item before Council includes a revised condition which specifically stated the planner is responsible for reviewing the landscape plan and the wall design. Mayor Honea indicated he had reservations with that condition.

Development Services Director Jason Angell responded that staff understood the aesthetic of the wall from the neighboring community's standpoint, and assured the Council that staff would continue to work with the developer to ensure the wall is pleasing and constructed in a way that complemented the existing environment.

Council Member Ziegler stated she too attended the Planning Commission meeting. She noted that the original condition of asking a neighboring HOA to provide direction on the design and construction of another development was not something she agreed with. Council Member Ziegler emphasized that the developer and the Planning Department are responsible for ensuring a proposed development's structures fit within the built environment.

Mayor Honea transitioned to the speaker cards submitted for the public hearing.

David Barker stated he has lived in Marana for the past four years and is a resident of the Highlands at Dove Mountain across from the proposed development. He noted that he disliked the proposed imbalance between sprawl development and natural recreational activities in the area. Mr. Barker expressed concern that the proposed zoning change was not consistent with the look and feel of the area and encouraged the Council to further study the proposed development.

Council Member Ziegler asked Mr. Barker to point out the location of his property in comparison to the proposed development. He indicated he is south of the proposed development. Council Member Ziegler noticed his lot size was smaller than the proposed lot sizes. He confirmed that his lot is smaller than the proposed development.

Scott Lebow is also a resident of the Highlands. Mr. Lebow objected to the development. He stated the Town does not need to encourage high density housing in the Dove Mountain area since other areas of the Town already have high density housing developments. Also, Mr. Lebow noted that the proposed development still does not address the concerns of area residents regarding view-scape, traffic density, property values, and the changing character of the area. Mr. Lebow expressed irritation related to the functionality of the traffic density study and drainage report. Mr. Lebow took issue with the plan to allow construction of two-story homes in the area. Finally, he criticized the method of notification regarding the proposed rezoning as insufficient for the digital age and did little to inform citizens beyond the 300 foot notification area.

Tom Hannagan is also a resident of the Highlands and objected to the proposed rezoning. He too stated there was poor notice regarding the project and thought the notification of property owners only within 300 feet was insufficient. Mr. Hannagan noted that the terminology of "minor amendment" did not seem to adequately

articulate the change in zoning from a rural area to a track development. Mr. Hannagan also questioned the staff's case analysis because it only discussed compliance with the code, but did not address the possibility of view impairments for area residents. Finally, he noted that the proposed development was not harmonious with surrounding area in terms of lot size or development layout.

Sue Montanez, resident, stated that the neighborhoods in the area are all part of the Dove Mountain community and any development needed to fit within the overall lifestyle of Dove Mountain. She observed that the area is a unique and prestigious community which must be preserved for custom homes and resort style living. Ms. Montanez said that any new development should reflect the luxury lifestyle already established in Dove Mountain, with more affordable housing developments located in other parts of Marana.

Teresa Urias asked the Council to table the proposal until a later date. Ms. Urias stated the Planning Department did not fulfill a request to provide the minutes from the November 28, 2018 Planning Commission Meeting. She said that without the opportunity to review the minutes, residents were at a disadvantage because there is no official record of what D.R. Horton agreed to and what the Commission approved. She expressed concern that the December meeting for adoption was done to push through the rezoning without opposition from residents. Ms. Urias expressed her objection to the proposed development stating it does not conform to the standards of the Dove Mountain area and it intruded on the premium lots with its clustered layout and subpar home design. She requested the Council leave the current zoning as is and protect the natural beauty of the surrounding area.

Armando Urias requested the Council reject the proposed development because it does not reflect the area. He observed that the price point for homes in the proposed development is much lower than the price point of the homes in the surrounding area. Mr. Urias expressed frustration that building lower priced homes would decrease property values for neighboring developments. He asked that the current zoning remain in effect to encourage construction of custom homes at higher prices.

Charles Kmet is a resident of the area. Mr. Kmet is an experienced emergency manager. He noted that the proposed development would negatively impact the traffic control issues in the area. He stated the Council needs to first consider addressing the traffic control issues in the area before allowing development in the area.

Eric Ebert submitted a speaker card, but declined to address the Council.

Sunny Ali is a resident of the Tortolita Reserve subdivision. He stated he is not opposed to development, but any new development should reflect the progression towards larger lot sizes the further north you go. Mr. Ali said D.R. Horton's development proposal breaks with that trend. Mr. Ali noted that the proposed plot plan could increase the total size of the lots, or the developer could reduce the total number of lots proposed.

Pat Fascaan stated she was very disappointed with D.R. Horton's lack of cooperation with area residents. She asked if the Council's vote would be transparent. Also, Ms. Fascaan expressed disapproval of the 300 foot notification procedure, stating the proposed development has a larger impact beyond 300 feet. She noted that she was very disappointed that the proposed development plan had gone as far as it had in the approval process.

Natasha Jabbar objected to the proposed rezoning, but focused her comments on possible solutions and compromises. She noted that D.R. Horton's unwillingness to compromise with homeowners indicated a poor fit for the area. Ms. Jabbar stated the developer could find ways to build on the other side of the wash to break apart the density and could also build a home at a higher price point. She noted that the developer offers a high end product in other states, known as an emerald home, which it could easily provide locally, but is unwilling to do so. Ms. Jabbar asked for an alternate egress to the proposed development. She stressed that there are other viable and more appropriate options for the developer to pursue and asked the Council to consider those changes.

Council Member Ziegler asked staff to explain what an emerald home was. **Mr. Angell** stated that the emerald home is a product line offered by D.R. Horton and something staff cannot dictate what product the developer builds.

Terry Cook stated the proposed development borders two sides of his property and the orientation of the development would negatively impact his view. He noted that he built his home on the property with the understanding that the surrounding area would reflect the same zoning. Mr. Cook stated he would like the Council to represent the people who object to the development and vote against the proposed change.

Brent Jackson stated his property borders the northern portion of the proposed development. He noted that the development's secondary emergency egress access road would take away a portion of this two acre property. Mr. Jackson stated that when he built his home he maintained a certain envelope for the structure so as to maintain the natural landscape. He stated the proposed type of growth is different from the conditions he had to build his home with. Also, Mr. Jackson noted that his property is single story and the proposed development includes two-story homes right on his property line.

Council Member Ziegler asked staff for clarification regarding the egress road taking a portion of Mr. Jackson's property. **Lexi Wellott** of the Planning Center, representing D.R. Horton, responded that there is an existing easement on both the property owner's property and the proposed development property. The existing easement allows legal access for the construction of an emergency access point.

Mayor Honea asked why the developer choose to use part of the adjoining property for the access road rather than move the road completely onto the proposed development's property. **Ms. Wellott** stated development was clustered in that particular area because the wash traverses the western portion of the property precluding building construction. Additionally, the proposed development's property does not have direct

access to Tortolita Road, thus requiring use of the established easement along the neighboring property line.

Council Member Bowen asked how the construction of the emergency access road would impact the adjoining property owner. **Ms. Wellott** explained that the road's construction would require grading of the area.

Council Member Comerford observed that the developer's use of the existing easement is a choice not a requirement based on the proposed development plan.

Council Member Ziegler asked if the property owner would get some type of compensation for the use of his property. **Linda Morales** of the Planning Center responded that a portion of the easement is on the proposed development, but does not connect with Tortolita Road without also using some of the easement of the adjoining property to build the road. She indicated there is roughly five feet taken from the property to the north to create the required 20 feet for an emergency vehicle access road. Ms. Morales explained that the easement was pre-existing. Additionally, she noted that the proposed development could not move the emergency access road because of the wash.

Council Member Bowen asked if the developer planned to use the total easement. Ms. Morales indicated they did not.

Gary Berman, resident of the Highlands at Dove Mountain, objected to the proposed development because two storied homes would block his views of the mountains. He asked the Council to notice all the Highland residents and not just those living within 300 feet of the proposed development. Mr. Berman asked the Council to postpone the vote so other residents of the development could express their objections.

Marry Hoppa stated she worried that proposed development does not have adequate traffic control measures to accommodate egress/ingress for the residents. She thinks the Council should oppose the development for safety reasons.

With the conclusion of the speaker cards, **Mayor Honea** ended the public hearing.

Council Member Ziegler asked staff if a traffic study was conducted for the proposed development. **Deputy Public Works Director Fausto Burruel** responded that traffic reports were prepared for the proposed development. Since the proposed development was small the report was only a statement focusing on the estimated number of trips from the subdivision and their impact on the roadway.

Council Member Bowen asked what was the legal definition of "minor amendment to the General Plan." **Town Attorney Frank Cassidy** responded that the General Plan itself defines what a minor or major amendment is. He stated that for a major amendment to occur there needs to be a two-step jump in zoning. **Ms. Ross** further clarified the one-step as a movement from a lower zoning to the next higher zoning thus making it a minor amendment to the General Plan.

Council Member Bowen asked what would constitute a two-step movement. **Ms. Ross** responded that the zoning would go from rural to high density jumping over the low density zoning between the two.

Vice Mayor Post asked what the adjoining subdivision's zoning was and if it was similar to the proposed development. **Ms. Ross** stated that Tortolita Reserves' density is R-8, the same as the proposed development, and the Highlands density is R-6.

Vice Mayor Post asked Ms. Morales about the citizen's comments regarding "entry level" lower priced homes for the proposed development. **Ms. Morales** responded that the pricing of the homes is comparable to those of the Tortolita Reserve development. She stated that homeowners wanted to know an exact price of homes in the proposed development, but that figure is variable due to market conditions. Vice Mayor Post followed up asking about the discussion of a "buffer" between the proposed development and the surrounding developments. Ms. Morales stated that the proposed development would have a landscape buffer between 6 feet and 35 feet in some areas. Ms. Morales stated the homes would have a setback of 20 feet off Tortolita Road.

Vice Mayor Post asked Mr. Burruel what other access traffic has to Moore Road or if there are additional plans to improve access to that area. **Town Engineer Keith Brann** responded that the Dove Mountain area is challenged with a single point of access along Dove Mountain Boulevard with some relief from Moore Road. However, the Town's long-range major routes plan does have additional construction of connector roads in the future for Dove Mountain.

Council Member Ziegler asked if the Tortolita Reserve development has two-story homes. **Ms. Ross** confirmed that the development does have two story homes. Council Member Ziegler stated that two-story homes have a bigger footprint and sell at a higher price point. She noted that the Council does not set price points for homes, but she would prefer to see a product comparable to the surrounding developments.

Council Member Comerford noted that the Council supports developers when they have a vision to improve an area and the Council trusts that those developers will create a product within the overall goals of the Town. She cited the extensive development in the Dove Mountain area since its original conception to present as an example of how development changes with rezoning. Council Member Comerford agreed with the residents that the Dove Mountain area is a "gem" within the Town. She did state she was disappointed in D.R. Horton's proposal and she was also disappointed in staff for not adequately explaining the planning and development process to property owners. She apologized to the residents for not adequately educating the surrounding communities about the development. Council Member Comerford pointed out that the subdivisions in the area only exist because "someone else gave grace" to the construction of that development. She explained that even though this parcel was not originally zoned for this type of development, neither were any of the other developments in Dove Mountain until someone applied for a change. She noted that development requires rezoning actions as times change to reflect the changing needs of

the community. Council Member Comerford concluded her remarks stating she did not think the proposed development was the best plan for the area.

Mayor Honea asked if there were additional questions or comments from the Council. Hearing none, he asked for a motion to approve.

Council Member Bowen motioned to approve Ordinance 2018.023, with a second provided by Vice Mayor Post. Mayor Honea requested a roll call vote.

Council Member Bowen – Yea

Council Member Comerford – Nay

Council Member Kai – Absent

Council Member Officer – Yea

Council Member Ziegler – Yea

Vice Mayor Post – Yea

Mayor Honea – Yea

The motion to approve Ordinance 2018.023 passed 5 to 1, with one council member absent.

A2 Resolution No. 2018-116: Relating to Intergovernmental Relations; adopting a 2019 Town of Marana Legislative Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it. Presented by Tony Hunter, Assistant to the Town Manager.

Mr. Hunter stated the Town annually prepares a document defining its legislative goals and policy interests which the Town's contracted lobbyists execute during the legislative year.

Mayor Honea confirmed that policy the document reflects the Town's desire to control its own finances and create its own polices. **Mr. Hunter** stated that was correct.

Council Member Ziegler noted that proposed legislation related to supplemental law enforcement/public safety funding is needed to replace the Stonegarden Grant and should be a priority for the Town's lobbyists.

Vice Mayor Post motioned to approve, with a second provided by Council Member Bowen. The motion passed unanimously, 6-0.

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.

Mayor Honea stated the Council luncheon with the Legislative Representatives on December 11, 2018 was a productive meeting.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT: *Mayor Honea motioned to adjourn at 8:46 p.m. with a second provided by Council Member Bowen. The motion 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 December 18, 2018. I further certify that a quorum was present.

Hilary H. Hiser, Interim Town Clerk



**MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING - COUNCIL CONNECTIONS**

NOTICE AND AGENDA

Home Plate
12120 N. Dove Mountain Blvd., Marana, Arizona 85658
Wednesday January 9, 2019, at or after 5:00 PM

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

MINUTES

WELCOME: Mayor Honea called the meeting to order at 5:07 p.m.

DISCUSSION:

1. Council and Staff Introductions:

Council Quorum: Vice Mayor Post-present, Council Member Ziegler-present, Council Member Comerford-present, Council Member Bowen-present, and Council Member Officer-present; Council Member Kai-absent

Staff members present: Town Manager Jamsheed Mehta; Deputy Town Manager Erik Montague; Town Attorney Frank Cassidy; Deputy Town Attorney Jane Fairall, Town Engineer Keith Brann; Police Chief Terry Rozema; Water Director John Kmiec; Public Works Director Mo El-Ali; Development Services Director Jason Angell; Community & Neighborhood Services Director Lisa Shaffer, and Community Outreach Coordinator Christine Byler; Deputy Parks & Recreation Director D. Tyrell McGirt; Interim Town Clerk Hilary Hiser.

2. Meet and mingle with members of the public in attendance to discuss various issues related to the Town of Marana:

The council members and staff interacted with community members discussing various topics of interest to citizens. Topic themes included discussions related to the following:

- HOA and Marana Code enforcement regarding residential parking
- Marana downtown development plans
- Citizen opportunities to participate on Town of Marana boards and commissions
- Marana General Plan Update and process for adoption
- Public Works attention to pavement preservation along major roadways within Marana
- Future annexation areas and the Town's intention grow into Pinal County

The Council took no formal action on any topic or issues discussed.

6:40 PM - ADJOURNMENT

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on January 9, 2019. I further certify that a quorum was present.

Hilary H. Hiser, Interim Town Clerk



Council-Regular Meeting

L1

Meeting Date: 01/15/2019

To: Mayor and Council

Submitted For: Hilary H. Hiser, Deputy Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: January 15, 2019

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location/Owner Transfer Series #7 Beer and Wine Bar liquor license application submitted by Kevin Arnold Kramber on behalf of Hampton Inn & Suites, located at 6300 W. Marana Center Boulevard, Tucson, Arizona 85742 (Hilary H. Hiser)

Discussion:

This application is for a series #7 Beer and Wine Bar liquor license at Hampton Inn & Suites, 6300 W. Marana Center Boulevard, Tucson, Arizona 85742.

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

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

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and "in all proceedings before the town council, the

applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license.”

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a Location/Owner Transfer series #7 Beer and Wine Bar liquor license application submitted by Kevin Arnold Kramber on behalf of Hampton Inn & Suites, located at 6300 W. Marana Center Boulevard, Tucson, Arizona 85742.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a Location/Owner Transfer series #7 Beer and Wine Bar liquor license application submitted by Kevin Arnold Kramber on behalf of Hampton Inn & Suites, located at 6300 W. Marana Center Boulevard, Tucson, Arizona 85742.

Attachments

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

State of Arizona
Department of Liquor Licenses and Control

Created 11/26/2018 @ 12:50:14 PM

Local Governing Body Report

LICENSE

Number:	07100269	Type:	007 BEER AND WINE BAR
Name:	HAMPTON INN & SUITES		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2019
Original Issue Date:	02/20/1986		
Location:	6300 W MARANA CENTER BOULEVARD TUCSON, AZ 85742 USA		
Mailing Address:	536 E WAGON BLUFF DRIVE TUCSON, AZ 85704 USA		
Phone:	(520)572-1010		
Alt. Phone:	(520)235-5684		
Email:	KKRAMBER75@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	KEVIN ARNOLD KRAMBER
Gender:	Male
Correspondence Address:	536 E WAGON BLUFF DRIVE TUCSON, AZ 85704 USA
Phone:	(520)235-5684
Alt. Phone:	
Email:	KKRAMBER75@GMAIL.COM

OWNER

Name:	HSL MARANA HOTEL OPPORTUNITY FUND LLC		
Contact Name:	KEVIN KRAMBER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	L21955114	State of Incorporation:	AZ
Incorporation Date:	06/20/2017		
Correspondence Address:	536 E WAGON BLUFF DRIVE TUCSON, AZ 85704 USA		
Phone:	(520)235-5684		
Alt. Phone:			
Email:	KKRAMBER75@GMAIL.COM		

Officers / Stockholders

Name:
HSL MARANA HOTEL OPPORTUNITY
MANAGEMENT LLC

Title:
Managing Member,
Shareholder

% Interest:
100.00

**6300 MARANA LLC - Managing Member,
Shareholder**

Name: MICHAEL NEIL RABSTOFF
Gender: Male
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)395-1086
Alt. Phone:
Email: M_R@COMCAST.NET

**HSL MARANA HOTEL OPPORTUNITY
INVESTORS LLC - Member, Shareholder**

Name: HSL PROPERTIES INC
Contact Name: KEVIN KRAMBER
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)235-5684
Alt. Phone:
Email: KKRAMBER75@GMAIL.COM

**HSL FINANCIAL MANAGEMENT LLC -
Member, Stockholder**

**HSL FINANCIAL MANAGEMENT LLC -
Member, Stockholder**

**HSL MARANA HOTEL OPPORTUNITY
INVESTORS LLC - Shareholder**

Name: HS LOPEZ FAMILY TRUST DATED 06/10/1994
Contact Name: KEVIN KRAMBER
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)235-5684
Alt. Phone:
Email: KKRAMBER75@GMAIL.COM

**HS LOPEZ FAMILY TRUST DATED 06/10/1994 -
Trustee**

**HS LOPEZ FAMILY TRUST DATED 06/10/1994 -
Trustee**

**HS LOPEZ FAMILY TRUST DATED 06/10/1994 -
Trustee**

**HSL PROPERTIES INC - Director,Chairman,
Shareholder**

OMAR MIRELES IRREVOCABLE TRUST - Trustee

Name: HUMBERTO SCHULTZ LOPEZ
Gender: Male
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)322-6994
Alt. Phone:
Email: HSLPROPERTIES@SBCGLOBAL.NET

HSL PROPERTIES INC - Director,Sec, VP

Name: GLENN TOYOSHIMA
Gender: Male
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)906-1896
Alt. Phone:
Email: HSLPROPERTIES@SBCGLOBAL.NET

HSL PROPERTIES INC - President,Director

Name: OMAR MONTANO MIRELES
Gender: Male
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)548-2771
Alt. Phone:
Email: OMAR@HSLPROPERTIES.COM

**HSL MARANA HOTEL OPPORTUNITY
INVESTORS LLC - Shareholder**

Name: OMAR MIRELES IRREVOCABLE TRUST
Contact Name: KEVIN KRAMBER
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)235-8684
Alt. Phone:
Email: KKRAMBER75@GMAIL.COM

**HSL MARANA HOTEL OPPORTUNITY
MANAGEMENT LLC - Member, Shareholder**

Name: HSL MARANA HOTEL OPPORTUNITY INVESTORS LLC
Contact Name: KEVIN KRAMBER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)235-5684
Alt. Phone:
Email: KKRAMBER75@GMAIL.COM

**HSL MARANA HOTEL OPPORTUNITY
MANAGEMENT LLC - Member, Shareholder**

Name: 6300 MARANA LLC
Contact Name: KEVIN KRAMBER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)235-5684
Alt. Phone:
Email: KKRAMBER75@GMAIL.COM

HSL MARANA HOTEL OPPORTUNITY FUND LLC

- Managing Member, Shareholder

Name: HSL MARANA HOTEL OPPORTUNITY MANAGEMENT LLC
Contact Name: KEVIN KRAMBER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (520)235-5684
Alt. Phone:
Email: KKRAMBER75@GMAIL.COM

MANAGERS

Name: KENJA SHANOL MCLEOD
Gender: Female
Correspondence Address: 536 E WAGON BLUFF DRIVE
TUCSON, AZ 85704
USA
Phone: (678)557-0301
Alt. Phone:
Email: KENJA.MCLEOD2@HILTON.COM

APPLICATION INFORMATION

Application Number: 39054
Application Type: Location / Owner Transfer
Created Date: 11/26/2018



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: December 4, 2018 Date of Posting Removal: 12/26/18

Applicant's Name: Kramber Kevin Arnold
Last First Middle

Business Address: 6300 W. Marana Center Blvd. Marana 85742
Street City Zip

License #: 07100269/39054

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.

Christine Byler Community Outreach Coordinator 520-382-1926
Print Name of City/County Official Title Phone Number

 12/26/18
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.



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

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

1. City or Town of: Town of Marana Liquor License Application #: 07100269/39054
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL2018-33
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 15th of
(Governing body) (Regular or special) (Day)
January, 2019 considered the application of Kevin Arnold Kramber
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 07100269/39054,
(Arizona liquor license application #)
for the license series #: type Series #7: Beer and Wine Bar 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 Kevin Arnold Kramber
(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)

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

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.

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

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

A1

Meeting Date: 01/15/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2019.001: Relating to Business Regulations; revising Marana Town Code Title 9 (Business Regulations) by adding a new Chapter 9-12 (Commercial Filming and Photography Permits); and designating an effective date (Jane Fairall)

Resolution No. 2019-003: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the revisions to the Marana Town Code adopted by Marana Ordinance No. 2019.001; revising Marana Town Code Title 9 (Business Regulations) by adding a new Chapter 9-12 (Commercial Filming and Photography Permits) (Jane Fairall)

Discussion:

The Town's Economic Development and Tourism Department has created a Marana Film Office to assist those wishing to conduct commercial filming or photography in the Town, and to promote the Town as a potential filming location. The proposed ordinance on tonight's agenda will add a new chapter to the Town Code, creating a permitting process for commercial filming and photography on Town property, to ensure that Town staff is kept apprised of filming on Town property and can assist where necessary, while protecting the Town's interests, assets, and property.

The highlights of the proposed new Town Code chapter include the following:

- A permit is required for filming activity for commercial purposes on Town property, including public right-of-way
- No permit is required for filming on private property, or for filming for personal use, news purposes, school work, Town purposes, or criminal investigations
- Applications for film permits must be submitted to the film permit officer a

minimum of five business days prior to the date the filming activity is to begin, except that applications for film permits which include road closures for traffic safety, stunts, or special effects involving electrical devices or pyrotechnics, shall be filed a minimum of ten business days prior to the date the filming activity is to begin

- The film permit officer will circulate the application to other departments for review and comment
- When deemed necessary by the film permit officer, the permittee shall provide written notice of the filming activity to adjacent property owners as part of the permit application process
- The film permit officer will approve or deny the application within three business days and may impose permit conditions; an applicant may appeal a denial to the Town Manager
- Permittees will be required to provide insurance and indemnification documentation to the Town
- A violation of the new chapter will be considered a civil infraction

Staff Recommendation:

Staff recommends approval of the ordinance, adding new Chapter 9-12 to the Town Code.

Suggested Motion:

I move to adopt Ordinance No. 2019.001, revising Marana Town Code Title 9 (Business Regulations) by adding a new Chapter 9-12 (Commercial Filming and Photography Permits); and Resolution No. 2019-003, declaring the revisions as a public record filed with the Town Clerk.

Attachments

Ordinance No. 2019.001
Resolution No. 2019-003
Exhibit A to Resolution

MARANA ORDINANCE NO. 2019.001

RELATING TO BUSINESS REGULATIONS; REVISING MARANA TOWN CODE TITLE 9 (BUSINESS REGULATIONS) BY ADDING A NEW CHAPTER 9-12 (COMMERCIAL FILMING AND PHOTOGRAPHY PERMITS); AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to control the property of the Town; to make, amend or repeal all ordinances necessary or proper for the carrying into effect of the powers vested in the Town; and to enforce the observance and punish violations of such ordinances; and

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

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

Section 1. Marana Town Code Title 9 (Business Regulations) is hereby amended by adding new Chapter 9-12 (Commercial Filming and Photography Permits), which was made a public record by and attached as Exhibit A to Marana Resolution No. 2019-003 and is hereby adopted and made a part of this ordinance by reference as if fully set out here.

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

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

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

Section 5. This ordinance 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 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

MARANA RESOLUTION NO. 2019-003

RELATING TO BUSINESS REGULATIONS; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE REVISIONS TO THE MARANA TOWN CODE ADOPTED BY MARANA ORDINANCE NO. 2019.001; REVISING MARANA TOWN CODE TITLE 9 (BUSINESS REGULATIONS) BY ADDING A NEW CHAPTER 9-12 (COMMERCIAL FILMING AND PHOTOGRAPHY PERMITS)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to the Marana Town Code adopted by Marana Ordinance No. 2019.001, 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, are 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 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

EXHIBIT A TO MARANA RESOLUTION NO. 2019-003
Amendments to Marana Town Code, Title 9 “Business Regulations” pursuant to Marana
Ordinance No. 2019.001

SECTION 1. Title 9 “Business Regulations” of the Marana Town Code is hereby revised by adding new chapter 9-12 “Commercial Filming and Photography Permits”:

**CHAPTER 9-12. COMMERCIAL FILMING AND PHOTOGRAPHY
PERMITS**

9-12-1 Purpose and intent

It is the purpose of this chapter to provide rules and regulations governing the issuance of permits for filming activities in locations within the town of Marana. The intent of this chapter is to encourage still photographers, motion picture, television, commercial, and nontheatrical companies to use locations for filming activities within the town as long as said activities are consistent with the general safety and welfare of the public and the protection of property and resources.

9-12-2 Definitions

The following definitions shall apply throughout this chapter unless the context clearly indicates or requires a different meaning.

- A. “Applicant” means the person who applies for a permit to film in the town pursuant to this chapter.
- B. “Film permit” means the written authorization from the film permit officer to conduct the filming described in the permit. A film permit does not authorize a permittee to create or maintain a public or private nuisance; to violate any law, statute or ordinance; or to endanger the public health, safety, or welfare whether intentionally or negligently.
- C. “Film permit officer” means the town employee designated and authorized by the town manager to coordinate filming activities and issue film permits in the town.
- D. “Filming activity” means the staging, shooting, filming, videotaping, photographing, or other similar process conducted for the making of still photographs, motion pictures, television programs, commercials, or nontheatrical film productions.
- E. “Filming for private and family use” means filming activities which are conducted and intended for private, personal use and not for commercial use or for the generation of profit or financial gain, whether or not the activity is performed by a professional.
- F. “News purposes” means a filming activity conducted for the purposes of reporting on persons, events, or scenes which are in the news for newspapers, television news, and other news media. “News purposes” shall not include advertising or publicity filming.
- G. “Permittee” means the person issued a film permit pursuant to this chapter.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-003
Amendments to Marana Town Code, Title 9 "Business Regulations" pursuant to
Marana Ordinance No. 2019.001

- H. "Person" means and individual, firm, organization, corporation, association, or other entity.
- I. "Private road" means any street, road, or right-of-way owned, occupied, or under the control of a private individual, individuals, or private corporation.
- J. "Public road" means any street, road, or right-of-way owned, occupied, or under the control of the town and located within the town limits.
- K. "Still photography" means and includes all activities attendant to shooting or staging commercial still photographs without use of motion picture or video equipment.

9-12-3 Permit required; non-transferable

- A. It is unlawful for any person to conduct filming activity for commercial purposes on town property, including public right-of-way, without first obtaining and maintaining a valid film permit for such activity from the film permit officer.
- B. The permit must be in the possession of the permittee at all times while on location.
- C. A film permit does not constitute or grant permission to use or occupy private property or a private road.
- D. All film permits issued pursuant to this chapter are non-transferable.

9-12-4 Permit exemptions

The provisions of this chapter shall not apply to any of the following activities when lawfully conducted and not detrimental to the peace and enjoyment of the area affected:

- A. Filming activities conducted on private property.
- B. Filming activities conducted for news purposes.
- C. Filming activities conducted for use in a criminal investigation or civil or criminal court proceeding.
- D. Filming activities conducted solely for private or family use.
- E. Filming of the proceedings of a court, tribunal or governing body.
- F. Filming activities conducted by town employees for the benefit of the town.
- G. Filming activities by students for the purpose of fulfilling classwork assignments.
- H. Filming activities conducted by public or private schools.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-003
Amendments to Marana Town Code, Title 9 "Business Regulations" pursuant to
Marana Ordinance No. 2019.001

- I. Filming activities by individuals or entities solely intended for noncommercial purposes and not intended for the generation of financial profit.

9-12-5 Cumulative regulation

The permit required by this chapter is in addition to any other permits or licenses required by this code.

9-12-6 Application process

- A. The applicant or the applicant's authorized representative shall submit a written film permit application to the film permit officer on the form provided by the town for that purpose.
- B. Applications for film permits shall be submitted to the film permit officer a minimum of five business days prior to the date the filming activity is to begin, except that applications for film permits which include road closures for traffic safety, stunts, or special effects involving electrical devices or pyrotechnics, shall be filed a minimum of ten business days prior to the date the filming activity is to begin.
1. The film permit officer may accept film permit applications after the deadline if it is determined by the film permit officer that sufficient time to review and process the application by affected town departments is available.
- C. Upon receipt of the application, the film permit officer shall circulate the application for review by the appropriate town departments and by the fire department. The departments shall review the application and may require reasonable supplementation of the information in the application if necessary. The departments may impose permit conditions consistent with the general safety and welfare of the public and the protection of property and resources.

9-12-7 Notice to adjacent property owners

- A. When deemed necessary by the film permit officer, the permittee shall provide written notice of the filming activity to adjacent property owners as part of the permit application process. The permittee shall provide proof of the written notice to the film permit officer.
- B. The notice required by paragraph A of this section shall be given to all occupants and owners of real property located within a minimum of 300 feet of the site of the proposed filming activity, as determined by the most recent assessor's tax roll, or as otherwise specified by the film permit officer.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-003
Amendments to Marana Town Code, Title 9 "Business Regulations" pursuant to
Marana Ordinance No. 2019.001

- C. For unusual filming conditions where the sensitivity of the area may warrant it, the film permit officer may require signed acknowledgments from the residents acknowledging notification.
- D. Any notice required by this section shall include the following information relating to the proposed filming activity:
 - 1. Time and date(s) of proposed filming activity.
 - 2. Specific location or address.
 - 3. Brief description of activity and any special equipment usage.
 - 4. Aircraft or other vehicles involved and parking locations.
 - 5. Name and office telephone number of the film permit officer.
 - 6. Local contact or agent of the permittee.
- E. The notice shall be given in advance of the proposed activity as specified by the film permit officer to assure timely notice to affected property owners and/or occupants. The film permit officer may prescribe a minimum time for advance notice in each case as necessary.
- F. In all cases, the film permit officer shall consider any comments and protests received from affected occupants and owners within 72 hours of notice, before issuing any permit under this chapter. The issuance of any permit shall include conditions reasonably necessary to address any protests and comments received pursuant to this section.

9-12-8 Permit issuance or denial; review by town manager

- A. The film permit shall be approved or denied within three business days of acceptance of the complete application by the film permit officer unless the proposed filming activity requires extensive notice or review by other town departments due to fire, traffic safety, environmental quality, or other concerns.
- B. The film permit shall be approved unless the film permit officer determines that any of the following conditions exist:
 - 1. The filming activity will substantially disrupt the use of a public or private road at a time when it is usually subject to traffic congestion, or will interfere with the use of emergency vehicles in the proposed permit area.
 - 2. The location of the filming activity will substantially interfere with road maintenance work or a previously authorized excavation permit or other valid permit.
 - 3. The filming activity will substantially interfere with other previously authorized activities or contracts, or with the safety of the public or town employees.

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4. The filming activity will substantially interfere with the conduct of town business or the scheduled maintenance of town buildings, roads, or grounds.
 5. The filming activity presents a substantial risk of injury to persons or damage to property or a significant degradation of the environment.
 6. The filming activity will result in an undue impact on the town's property, operations, resources, or staff.
 7. The filming activity is not an appropriate or desired use of the town property in question, based on the size and scope of the filming activity, the length of the filming activity, the nature of the filming activity, or any other relevant factors.
 8. The filming activity will unreasonably interfere with or detract from the general public enjoyment of the property, or cause annoyance or the disturbance of any other person's reasonable use of the property, or cause annoyance or disturb the peace of persons residing near the property, or interfere with the maintenance of the property or its facilities.
 9. The applicant has previously engaged in filming activity in the town that resulted in complaints or disturbances.
 10. The applicant failed to complete the application after being requested to do so, or the information contained in the application is found to be false or misleading in any detail.
 11. The particular filming activity will violate any federal, state, or local law.
- C. Notwithstanding paragraph B of this section, the town reserves the right to deny any permit application to film inside of town buildings and facilities, as the town's buildings and facilities are primarily intended and designed for town of Marana government business and municipal office purposes.
- D. If the permit is denied, the film permit officer shall provide written notice of the denial to the applicant. The notice shall include a statement of the reasons the application was denied and may be delivered by first class mail or electronic mail.
- E. If the applicant disagrees with a decision to deny a permit, the applicant may file a request for reconsideration with the town manager within ten days of denial of the permit.
1. The town manager or designee shall issue a written decision to the applicant within five days of the receipt of the request for reconsideration.
 2. The decision of the town manager or designee is final and not subject to any further administrative review.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-003
Amendments to Marana Town Code, Title 9 "Business Regulations" pursuant to
Marana Ordinance No. 2019.001

9-12-9 Permit conditions

The film permit officer shall condition the issuance of a film permit by imposing requirements concerning the time, place, manner, and duration of filming activities, including, but not limited to, the following:

- A. Requirements for the presence of employees or agents of the town at the applicant's expense when required for the particular filming activity.
- B. Requirements concerning posting of signs, placement of traffic control devices, and employment of traffic and crowd control monitors, including, but not limited to, Marana police department officers, at the applicant's expense.
- C. Requirements providing for identification of the filming activity area boundaries, providing advance notice to affected residents, property owners, homeowners associations, and business owners.
- D. Requirements concerning the posting of bonds or deposits to secure restoration or performance of any other condition, such as the cleanup, restoration, and repair of town roads and other town property used in the filming activity.
- E. Restrictions concerning the use of town employee services, vehicles, and other equipment in the filming activity.
- F. Requirements that the applicant pay all fees, and obtain all permits and licenses required for the filming activity under local, state, and federal law.
- G. Restrictions on the use of aircraft, firearms, pyrotechnics, explosives, amplified sound sources, lighting and other noise-creating devices, or devices which may tend to be hazardous or disturb the peace.
- H. Restrictions on activity involving open flames, vehicle crashes, or hazardous materials.
- I. Requirements concerning cover-up of police, fire, and other official uniforms worn by actors when the actors are not on the set.
- J. Restrictions concerning the use of town logos, seals, insignias, badges, or decals for filming purposes.
- K. Restrictions on the daily hours of the filming activity, including all setup and teardown of equipment.

9-12-10 Road closures

- A. An applicant for a film permit may request in the permit application that the town authorize an intermittent interruption in traffic flow on public roads at the site of the filming activity. All road closure requests are subject to the town engineer's or designee's approval. All street barricading and signage

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placement must be completed by a licensed barricade company and set up according to the manual of uniform traffic control.

- B. Road closures shall in no way interfere with emergency vehicles and shall not present a detriment to the area affected or to the peace, enjoyment, and safety of the public consistent with applicable law.
- C. Road closures may be supervised by a law enforcement or traffic enforcement officer as determined by the film permit officer at the permittee's expense.

9-12-11 Fees

- A. The permittee shall pay any fees applicable to the filming activity as those fees are set forth in the fee schedule approved by the council and amended from time to time.
- B. Fees may include, without limitation, fees associated with the use or rental of town property, or fees for town staff to be present during filming activity, including off-duty police officers for security.
- C. Final determination of the need for town personnel at the filming site will be determined by the affected department and the film permit officer.

9-12-12 Insurance; indemnification

- A. A certificate of insurance and additional insured endorsement, evidencing insurance in the amounts and types determined by the town and naming the town of Marana as additional insured, are required for all film permits.
 - 1. The amount and type of insurance required for a film permit shall be determined by the town on a case by case basis.
 - 2. At a minimum, the permittee shall provide proof of commercial general liability of \$1,000,000 per occurrence.
 - 3. Insurance certificates and endorsements must be provided to the film permit officer prior to the date filming activity begins.
- B. Prior to the issuance of the film permit, the permittee shall sign an insurance and indemnification agreement, provided by the film permit officer, which holds the town, its officers, agents, and employees harmless for any actions of the permittee, its agents, or employees.

9-12-13 Permit revocation; effect of revocation on prosecution

- A. The film permit may be revoked by the film permit officer or designee, by any law enforcement officer, or by any fire department official for any of the following reasons:

EXHIBIT A TO MARANA RESOLUTION NO. 2019-003
Amendments to Marana Town Code, Title 9 "Business Regulations" pursuant to
Marana Ordinance No. 2019.001

1. If the permittee, its agents, employees or contractors fail to comply with the requirements set forth in this chapter, or with the conditions imposed on filming by the film permit officer.
 2. If the film permit officer determines that the permit was issued based on false or misleading information.
 3. If the person revoking the film permit determines that the public safety or welfare is being imperiled by the filming activity.
- B. Except for activities necessary to close down the location and remove equipment and other property of the permittee, no permittee shall allow any filming activity to continue after the revocation of a film permit.
- C. Revocation of a film permit shall not be a defense against prosecution.



Council-Regular Meeting

A2

Meeting Date: 01/15/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2019.002: Relating to Marana Regional Airport; amending Marana Town Code Title 15 (Marana Regional Airport), Chapter 15-2 (General Use of Airport); revising section 15-2-20 (Commercial photography or filming); and designating an effective date (Jane Fairall)

Discussion:

The previous item on tonight's agenda adds a new Chapter 9-12 to the Town Code regarding commercial filming and photography permits. This item proposes to make a slight revision to an existing section of Title 15 of the Town Code regarding the Marana Regional Airport to conform with the addition of Chapter 9-12 to the Code. Section 15-2-20 regulates commercial photography or filming at the Airport and currently provides that no filming or photography may take place at the Airport without the permission of the Airport Director. The proposed revision directs applicants to Chapter 9-12 to obtain a filming permit from the film permit officer. The Airport Director will continue to be an integral part of the review process for all filming permits at the Airport.

Additionally, section 15-2-20 requires the payment of any applicable Airport fees. Due to FAA rules and regulations, applicants will continue to pay fees to film at the Airport. The fees that are currently established in the comprehensive fee schedule are \$250 per day for commercial photography and \$500 per day for commercial filming.

Staff Recommendation:

Staff recommends approval of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2019.002, amending Marana Town Code section 15-2-20 (Commercial photography or filming).

Attachments

Ordinance No. 2019.002

MARANA ORDINANCE NO. 2019.002

RELATING TO MARANA REGIONAL AIRPORT; AMENDING MARANA TOWN CODE TITLE 15 (MARANA REGIONAL AIRPORT), CHAPTER 15-2 (GENERAL USE OF AIRPORT); REVISING SECTION 15-2-20 (COMMERCIAL PHOTOGRAPHY OR FILMING); 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. Marana Town Code Title 15 (Marana Regional Airport) is hereby amended to revise section 15-2-20 (Commercial photography or filming) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining)

15-2-20 Commercial photography or filming

No person may engage in filming activity, as defined in chapter 9-12 of this code, ~~take still, motion or sound pictures, or~~ at the airport, for commercial purposes, without first applying for a film permit ~~from the airport director~~ pursuant to chapter 9-12 and paying applicable fees for the activity.

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

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

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

SECTION 5. This ordinance 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 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



Council-Regular Meeting

A3

Meeting Date: 01/15/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2019.003: Relating to Finance; amending the Town of Marana comprehensive fee schedule to add fees for Park Facility Rentals for Commercial Filming and Photography and to modify existing Temporary Business License fee; and designating an effective date (Jane Fairall)

Discussion:

This item is, in part, a companion to the other items on tonight's agenda regarding commercial filming and photography on Town property.

The proposed ordinance will add two new fees to the fee schedule regarding Park Facility Rental for the purpose of commercial filming and photography. Specifically, if a person wants to reserve space in one of the Town's parks for commercial filming or photography, the ordinance creates bundle fees for this purpose. The fees include reservation of any/all rentable park spaces for a full (\$300) or half (\$150) day, as determined by park hours, as well as utilities costs, a parks commercial activity permit, and a temporary business license. If a person wants to film/photograph for commercial purposes in the park without renting any space, he or she would just pay the existing \$75 parks commercial activity permit fee (and must also have a Town business license). For filming/photography activity at the Airport, there are existing fees in the fee schedule that will remain in place: \$250/day for photography; \$500/day for filming, plus staff time. Staff is not recommending any fee for the new commercial filming/photography permit at this time.

In addition to the two new fees, the proposed ordinance also includes a minor modification to the existing Temporary Business License fee. As written, the fee schedule states that only peddlers, transient merchants, and solicitors may obtain a temporary business license. However, there are other types of businesses that desire to do business in the Town on a short-term basis (10 consecutive days or less). The proposed

modification will remove the language from the fee schedule that limits the temporary business license to only peddlers, transient merchants, and solicitors.

Financial Impact:

The proposed new fees and the modified fee are not anticipated to have any substantive financial impact on the Town's budget.

Staff Recommendation:

Staff recommends approval of the revisions to the fee schedule.

Suggested Motion:

I move to adopt Ordinance No. 2019.003, amending the Town of Marana comprehensive fee schedule.

Attachments

Ordinance No. 2019.003

MARANA ORDINANCE NO. 2019.003

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE TO ADD FEES FOR PARK FACILITY RENTALS FOR COMMERCIAL FILMING AND PHOTOGRAPHY AND TO MODIFY EXISTING TEMPORARY BUSINESS LICENSE FEE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the town; and

WHEREAS the Town Council, via Ordinance No. 2017.004, adopted an amended comprehensive fee schedule on February 7, 2017, which was made a public record by and attached as Exhibit A to Resolution No. 2017-010; and

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on October 16, 2018, via Ordinance No. 2018.018; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2017.004, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

Fee/Description	Amount	Unit of Measure	Notes
GENERAL SERVICES: LICENSING			
Business License; Temporary Business License; Short-Term Vendor (Events 10 consecutive days or less); Peddlers; Solicitors; Transient Merchants	\$20.00	Per license	License available only for Peddlers, Solicitors, and Transient Merchants. License is valid for a maximum period of 10 consecutive days.

COMMUNITY SERVICES: PARKS, RECREATION AND SPECIAL EVENTS			
COMMERCIAL FILMING AND PHOTOGRAPHY			
<u>Park Facility Rental: Full-Day Commercial Filming and Photography</u>	<u>\$300</u>	<u>Per Day</u>	<u>Reservation of any/all rentable park spaces for full day, as determined by park hours; utilities, Parks Commercial Activity Permit and temporary business license included</u>
<u>Park Facility Rental: Half-Day Commercial Filming and Photography</u>	<u>\$150</u>	<u>Per Half-Day</u>	<u>Reservation of any/all rentable park spaces for half day, as determined by park hours; utilities, Parks Commercial Activity Permit and temporary business license included</u>

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

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

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

SECTION 5. This ordinance 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 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney



Council-Regular Meeting

A4

Meeting Date: 01/15/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-004; Relating to Traffic and Highways; authorizing the use of Town of Marana public right-of-way for trailblazing signs as part of the Arizona Department of Transportation's Urban Logo Sign Program (Frank Cassidy)

Discussion:

ADOT Logo Signs are the blue wayfinding signs located along Arizona freeways and at freeway off-ramps, advising the traveling public about the availability and location of nearby restaurants, lodging, fuel, camping, 24-hour pharmacies and attractions. ADOT does not allow a business to participate in the ADOT Logo Signs program unless there are wayfinding signs all the way from the freeway to the location of the participating business.

Today, businesses located in the Town of Marana can participate in the ADOT Logo Signs program only if they are located along the street that intersects with ADOT's freeway off-ramp. To get to a business located somewhere else, ADOT would need to install one or more "trailblazer" signs in Town right-of-way, directing motorists where to turn to reach the advertised business.

The resolution presented with this agenda item will allow more of the Town's businesses to participate in ADOT's Urban Logo Sign Program by authorizing the installation of ADOT trailblazing signs in Town right-of-way, letting motorists know where to turn to get to participating businesses that are located on streets that don't have a freeway off-ramp. If approved, this resolution will give the Town Engineer discretion, in consultation with the Town Manager, to approve ADOT requests for trailblazer signs.

The new Hampton Inn & Suites on Marana Center Boulevard is an example of a business that will benefit from the proposed resolution. Without an ADOT trailblazer sign to direct motorists to turn right from Twin Peaks Road to Marana Center Boulevard, Hampton Inn & Suites is not eligible to advertise on ADOT Logo Signs along I-10 and at the Twin Peaks off-ramps.

The backup materials include a scaled mock-up of a trailblazer sign, a photo mock-up of how a trailblazer sign would appear along the roadway, and copies of the statute and regulations for ADOT's Urban Logo Sign Program.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-004, authorizing the use of Town of Marana public right-of-way for trailblazing signs as part of ADOT's Urban Logo Sign Program.

Suggested Motion:

I move to adopt Resolution No. 2019-004, authorizing the use of Town of Marana public right-of-way for trailblazing signs as part of ADOT's Urban Logo Sign Program.

Attachments

Resolution No. 2019-004
ADOT Trailblazer sign mock-ups
ARS ADOT Logo Signs
AAC ADOT Logo Signs

MARANA RESOLUTION NO. 2019-004

RELATING TO TRAFFIC AND HIGHWAYS; AUTHORIZING THE USE OF TOWN OF MARANA PUBLIC RIGHT-OF-WAY FOR TRAILBLAZING SIGNS AS PART OF THE ARIZONA DEPARTMENT OF TRANSPORTATION'S URBAN LOGO SIGN PROGRAM

WHEREAS the Arizona Department of Transportation (ADOT) has a business wayfinding program called the Urban Logo Sign Program, authorized by Arizona Revised Statutes section 28-7311 and Arizona Administrative Code sections R17-3-902 and R17-3-904; and

WHEREAS allowing ADOT trailblazing signs in Town of Marana public right-of-way as part of ADOT's Urban Logo Sign Program will make certain Marana businesses eligible to be included on ADOT Logo Signs – the blue wayfinding signs located along the freeway and at freeway off-ramps; 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 businesses and citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town Engineer, in consultation with the Town Manager, is hereby authorized to approve the installation of ADOT trailblazing signs within Marana public right-of-way as part of ADOT's Urban Logo Sign Program, upon application by ADOT and upon the Town Engineer's determination that the proposed locations of the ADOT trailblazing signs meet reasonable safety standards.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

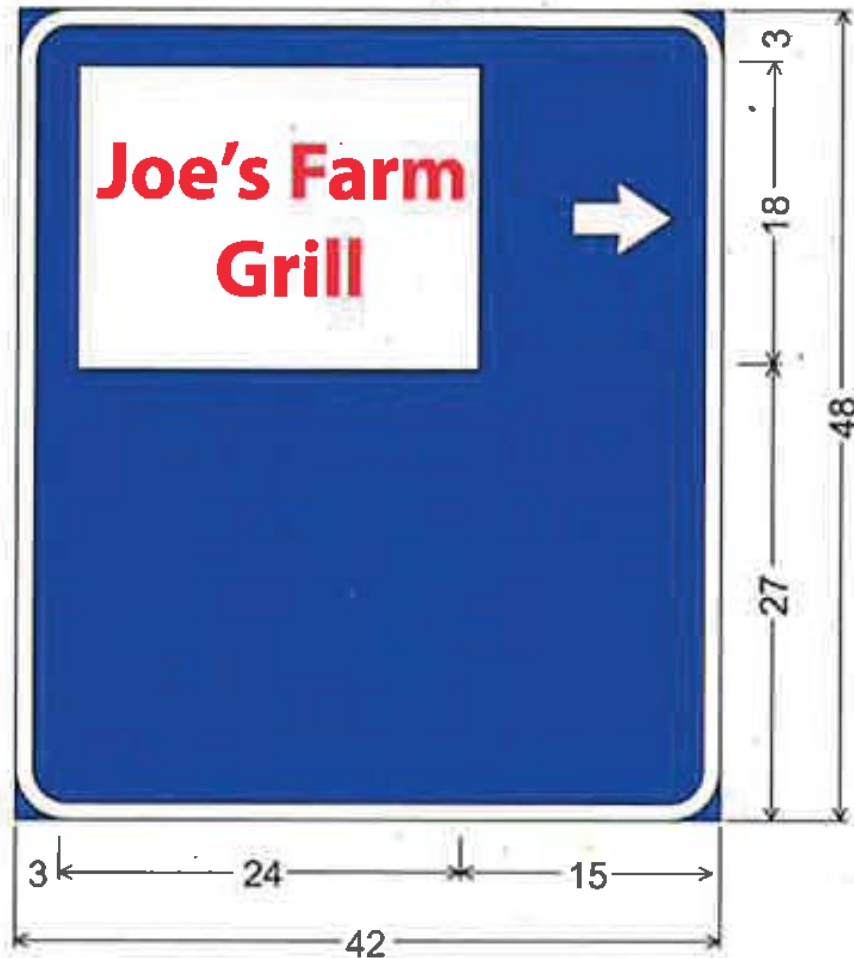
APPROVED AS TO FORM:

Town Clerk

Town Attorney



Urban Trailblazer



Urban Trailblazer 1.2;
3.0" Radius, 1.0" Border, White on Blue;

Arizona Revised Statutes Annotated

Title 28. Transportation (Refs & Annos)

Chapter 20. State Highways and Routes (Refs & Annos)
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Article 11. Advertising (Refs & Annos)
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A.R.S. § 28-7311

§ 28-7311. Urban and rural logo sign programs; rules; definitions

Effective: July 20, 2011

Currentness

A. The department may establish an urban and a rural logo sign program. Notwithstanding §§ 28-648, 28-7048 and 28-7053, as part of the program the department may contract with a third party to install and maintain specific services information signs, known as logo signs, on any class of state highway or interstate highway system in this state. If the department contracts with a third party, the third party shall agree in the contract to:

1. Furnish, install, maintain and replace signs for the benefit of business advertisers who provide gas, food, lodging, twenty-four hour pharmacy service, attraction and camping facilities for the general public.
2. Lease advertising space on the signs to operators of the facilities prescribed in paragraph 1 of this subsection.

B. Notwithstanding §§ 28-648, 28-7048 and 28-7053, as part of the rural logo sign program the department may contract with a third party to install and maintain specific services information signs, known as logo signs, on any class of state highway or interstate highway system, located outside of an urbanized area with a population of one hundred thousand or more persons of this state. If the department contracts with a third party, the third party shall agree in the contract to:

1. Furnish, install, maintain and replace signs for the benefit of business advertisers that provide gas, food, lodging, twenty-four hour pharmacy service, attraction and camping facilities for the general public.
2. Lease advertising space on the signs to operators of the facilities prescribed in paragraph 1 of this subsection.

C. The department shall adopt rules to implement and operate the logo sign programs. Costs incurred under the programs established by this section shall be paid under agreements negotiated between the department or third party and the business advertisers.

D. The department may enter into a revenue sharing agreement with the third party. The department shall deposit, pursuant to §§ 35-146 and 35-147, revenues generated, less program operating costs, in the state highway fund established by § 28-6991.

E. For the purposes of this section:

1. “Population” means the population determined in the most recent United States decennial census or in the most recent special census as provided in § 28-6532.

2. “Urbanized area” means an urbanized area as defined in the decennial census by the United States bureau of the census.

Credits

Added by Laws 1995, Ch. 132, § 3, eff. Oct. 1, 1997. Amended by Laws 1996, Ch. 76, § 254, eff. Oct. 1, 1997; Laws 2003, Ch. 126, § 1; Laws 2008, Ch. 33, § 2; Laws 2011, Ch. 190, § 25.

<The heading of Article 11 was changed from “Tourist Advertising” to “Advertising”, by Laws 2016, Ch. 66, § 2.>

A. R. S. § 28-7311, AZ ST § 28-7311

Current through the First Special and Second Regular Session of the Fifty-Third Legislature (2018), and includes Election Results from the November 6, 2018 General Election

End of Document

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Fairground that has a tract of land where fairs or exhibitions are held and permanent buildings that include bandstands, exhibition halls, and livestock exhibition pens.

“Cultural” means an organized and permanent facility that is open to all ages of the public, and is a:

Facility for the performing arts, exhibits, or concerts; or

Museum with professional staff, and an artistic, historical, or educational purpose, that owns or uses tangible objects, cares for them, and exhibits them to the public.

“Domestic farm winery” means a site licensed by the Arizona Department of Liquor Licenses and Control under A.R.S. § 4-205.04 that produces at least 200 gallons and not more than 40,000 gallons of wine annually that is commercially packaged for off-premises sale, and is open to the public for tours to provide an educational format for informing visitors about wine.

“Domestic microbrewery” means a site licensed by the Arizona Department of Liquor Licenses and Control under A.R.S. § 4-205.08 that produces not less than 5000 gallons of beer in each calendar year following the first year of operation and not more than 1.24 million gallons of beer in a calendar year, and is open to the public for tours to provide an educational format for informing visitors about beer.

“Dude ranch” means a facility offering overnight lodging, meals, horseback riding, and activities related to cattle ranching;

“Farm-related” means an established area or facility where consumers can purchase directly from Arizona producers locally-grown, consumer-picked or pre-picked produce, or local products produced from locally-grown produce.

“Golf course” means a facility offering at least 18 holes of play. Golf course excludes a miniature golf course, driving range, chip-and-putt course, and indoor golf.

“Historic” means a structure, district, or site that is listed on the National or Arizona Register of Historic Places as being of historical significance, and includes an informational device to educate the public about the facility’s historic features.

“Mall” means a shopping area with at least 1 million square feet of retail shopping space.

“Recreational” means a facility for physical exercise or enjoyment of nature that includes at least one of the following activities: walking, hiking, skiing, boating, swimming, picnicking, camping, fishing, playing tennis, horseback riding, skating, hang-gliding, and climbing;

“Scenic tours” means a business that offers guided tours of scenic areas in Arizona through various means, including air, motorized vehicle, animal, walking, or biking;

“Average annual daily traffic” means the total volume of traffic passing a point or segment of an interstate or other state highway in both directions for one year, divided by the number of days in the year, adjusted for hours of the day counted, days of the week, and seasons of the year.

“Business” means an entity that provides a specific service open for the general public and is located on a road-

R17-3-902. Logo Sign Programs

A. Definitions.

“Attraction” means any of the following:

“Arena” means a facility that has a capacity of at least 5000 seats, and is a:

Stadium or auditorium;

Track for automobile, boat, or animal racing; or

way within the required distance of an interstate or other state highway.

“Contract” means a written agreement between a contractor and the Department to operate a logo sign program or any aspect of a logo sign program that describes the obligations and rights of both parties.

“Contractor” means a person or entity that enters into an agreement with the Department to operate a logo sign program or any aspect of a logo sign program, and that is responsible for those aspects of a logo sign program as provided in the contract.

“Department” means the Arizona Department of Transportation.

“Exit ramp” means a roadway by which traffic may leave a controlled access highway.

“FHWA” means the Federal Highway Administration of the U.S. DOT.

“Food court” means a collective food facility that exists in one contiguous area and contains a minimum of three separate food service businesses.

“Highway” has the same meaning as prescribed in A.R.S. § 28-101.

“Interchange” means the point at which traffic on a system of interconnecting roadways that have one or more grade separations, moves from one roadway to another at a different level.

“Intersection” has the same meaning as prescribed in A.R.S. § 28-601.

“Interstate system” has the same meaning as prescribed in A.R.S. § 28-7901.

“Lease agreement” means a written contract between a contractor and a responsible operator, or between the Department and a responsible operator, to lease space for a responsible operator’s logo on a contractor’s or the Department’s specific service information sign.

“Logo” means an identification brand, symbol, trademark, name, or a combination of these, for a responsible operator.

“Logo sign” means a specific service information sign consisting of a lettered board attached to a separate rectangular panel that displays an identification brand, symbol, trademark, name, or a combination of these, for a responsible operator.

“Logo sign panel” means a separate rectangular panel on which a logo is placed.

“Municipality” means an incorporated city or town.

“MUTCD” means the Manual on Uniform Traffic Control Devices, a national standard for the design and application of traffic control devices that is published by the U.S. DOT/FHWA and that is the standard for traffic control devices on the streets and highways of this state as required by A.R.S. § 28-641.

“Primary business” means:

A gas service business that is within three miles of an intersection or exit ramp; is in continuous operation to provide services at least 16 hours per day, seven days per week for the interstate system; and

12 hours per day, seven days per week, for other highways;

A food service business that is within three miles of an intersection or exit ramp terminal and is in continuous operation to serve at least two meals per day at least six days per week;

A lodging service business that is within three miles of an intersection or exit ramp terminal;

A camping service business that is within five miles of an intersection or exit ramp terminal;

An attraction service business, or staging area of that business, that is within three miles of an intersection or exit ramp terminal; or

A 24-hour pharmacy that is within three miles in any direction of an interchange or exit ramp terminal on the interstate system.

“Ramp terminal” means the area where an exit ramp intersects with a roadway.

“Responsible operator” means a person or entity that:
Owns or operates an eligible business, pursuant to subsection (C) of this Section,

Has authority to enter into a lease,

Enters into a lease for a logo sign through the rural or urban logo sign program, and

Has not become ineligible to participate.

“Rural logo sign program” means a system to install and maintain specific service information signs on a rural state highway outside of an urbanized area, as provided in A.R.S. § 28-7311(E)(2).

“Rural state highway” means any class of state highway, located outside of an urbanized area as provided in A.R.S. § 28-7311 (E)(2).

“Secondary business” means a business as follows:

A gas service business that is within three to 15 miles of an intersection or exit ramp terminal, and is in continuous operation to provide services at least eight hours per day, five consecutive days per week;

A food service business that is within three to 15 miles of an intersection or exit ramp terminal, and is in continuous operation to serve at least two meals per day (either breakfast and lunch, or lunch and dinner) for a minimum of five consecutive days per week;

A lodging service business that is within three to 15 miles of an intersection or exit ramp terminal;

A camping service business that is within five to 15 miles of an intersection or exit ramp terminal; or

An attraction service business, or staging area of that business, that is within three to 15 miles of an intersection or exit ramp terminal.

“Specific service” means gas, food, lodging, camping, attractions, or 24-hour pharmacies.

“Specific service information sign” means a rectangular sign panel that contains directional information, one or more logos, and the following words:

“GAS,” “FOOD,” “LODGING,” “CAMPING,”
“ATTRACTION,” OR “24-HOUR PHARMACY.”

“Staging area” means a regular, designated site where a scenic tour begins.

“State highway” has the same meaning as prescribed in A.R.S. § 28-101.

“Trailblazing sign” means a specific service information sign that provides additional directional guidance to a location, route, or building from another highway or roadway.

“Urbanized area” has the same meaning as prescribed in A.R.S. § 28-7311(E)(2).

“Urban logo sign program” means a system to install and maintain specific service information signs on an interstate system or other state highway within an urbanized area, as provided in A.R.S. § 28-7311.

“U.S. DOT” means the United States Department of Transportation.

B. Administration.

1. The Department may operate an urban and a rural logo sign program, or may select a contractor to administer an urban and a rural logo sign program. An urban logo sign program may be implemented on state highways in any urbanized areas in the state. A rural logo sign program may be implemented on state highways located outside of urbanized areas in the state. If the Department utilizes a contractor to administer an urban and a rural logo sign program, the Department shall solicit offers, as provided in A.R.S. §§ 41-2501 through 41-2673, to select a contractor.
2. The Department may contract separately for an urban and a rural logo sign program.
3. A contract shall specify the standards that a contractor shall use, which are contained in the MUTCD, U.S. DOT/FHWA current edition as adopted by the Department under A.R.S. § 28-641 and any other requirements and standards prescribed by the Department.
4. The Department may propose its own form of a written lease agreement with a responsible operator. The Department shall prescribe the form of any written lease agreement between a contractor and a responsible operator. A contractor's lease agreement with a responsible operator shall include, by reference, the terms and conditions of the Department's contract with a contractor under A.R.S. §§ 41-2501 through 41-2673. A contractor or the Department may terminate program participation of any responsible operator under subsection (C)(1) of this Section.

C. Eligibility criteria for primary and secondary businesses.

1. Any business is ineligible to place a logo on a logo sign panel on a particular state highway if it already has a highway guide sign installed on that state highway by a contractor or the Department. Any business is ineligible for program participation if:
 - a. Thirty calendar days have elapsed since a contractor or the Department issued a notice of default to a business, during which time a business failed to cure the default, or
 - b. A business has defaulted on a lease.
2. Gas service business. To be eligible to place a logo on a logo sign panel, a gas service business shall:
 - a. Provide gasoline, diesel fuel, oil, and water for public purchase or use;

- b. Provide sanitary restroom facilities and drinking water;
 - c. Provide a telephone available for public use; and
 - d. Meet the additional requirements for a primary or secondary gas service business in the definition of a primary or secondary business in subsection (A) of this Section.
3. Food service business. To be eligible to place a logo on a logo sign panel, a food service business shall:
 - a. Provide sanitary restroom facilities for customers;
 - b. Provide a telephone available for public use;
 - c. If a food service business is part of a food court located within a shopping mall, the shopping mall may qualify as the responsible operator if the food court:
 - i. Complies with this Section, and
 - ii. Has clearly identifiable, on-premise signing consistent with the logo sign that is sufficient to guide motorists directly to the entrance to the food court.
 - d. Have a license where required; and
 - e. Meet the additional requirements for a primary or secondary food service business in the definition of a primary or secondary business in subsection (A) of this Section.
 4. Lodging service business. To be eligible to place a logo on a logo sign panel, a lodging service business shall:
 - a. Provide five or more units of sleeping accommodations;
 - b. Provide a telephone available for public use;
 - c. Have a license, where required;
 - d. Provide sanitary restroom facilities for customers; and
 - e. Meet the additional requirements for a primary or secondary lodging service business in the definition of a primary or secondary business in subsection (A) of this Section.
 5. Camping service business. To be eligible to place a logo on a logo sign panel, a camping service business shall:
 - a. Be able to accommodate all common types of travel trailers and recreational vehicles;
 - b. Have a license, where required;
 - c. Provide sanitary restroom facilities and drinking water;
 - d. Be available on a year-round basis unless camping in the community is of a seasonal nature in which case, the facilities in question shall be open to the public 24 hours per day, seven days per week during the entire season; and
 - e. Meet the additional requirements for a primary or secondary camping service business in the definition of a primary or secondary business in subsection (A) of this Section.
 6. Attraction service business. To be eligible to place a logo on a logo sign panel, an attraction service business shall meet the following requirements, if applicable:
 - a. Derive less than 50% of its sales from:
 - i. The sale of alcohol consumed on the premises, or
 - ii. Gambling.
 - b. Derive more than 50% of its sales or visitors during the normal business season from motorists who do not reside within a 25-mile radius of the business.
 - c. Provide at least 10 parking spaces.
 - d. Provide historical, cultural, amusement, or leisure activities to the public.

- e. Be in continuous operation at least six hours per day, six days per week, except:
 - i. An arena attraction shall hold events at least 28 days annually;
 - ii. A cultural attraction shall be open at least 180 days annually;
 - iii. A domestic farm winery or domestic micro-brewery shall be open for tours at least 40 days annually;
 - iv. A farm-related attraction shall be open at least 120 days annually; or
 - v. A dude ranch shall be open at least 150 days annually.
 - f. Meet the additional requirements for a primary or secondary attraction service business in the definition of a primary or secondary business in subsection (A) of this Section.
7. Twenty-four hour pharmacy business. To be eligible to place a logo on a logo sign panel, a 24-hour pharmacy business shall:
- a. Operate continuously 24 hours per day, seven days per week;
 - b. Have a state-licensed pharmacist present and on duty at all times; and
 - c. Meet the additional requirements for a primary 24-hour pharmacy business in the definition of a primary business in subsection (A) of this Section.
- D. Responsible operator pricing and lease procedures.**
1. In the rural and urban logo sign programs, a contractor or the Department may use:
 - a. Rate schedules that are established and periodically adjusted by the Department; or
 - b. Competitive pricing established by one or more offers from potential or current responsible operators.
 2. A contractor or the Department may use competitive pricing or rate schedules to determine the ranking order of potential or current responsible operators who may be awarded a logo sign lease at each appropriate highway interchange or location.
 3. Along with the amount of available signage, competitive pricing or rate schedules may be based on any one or a combination of the following additional factors:
 - a. The average, annual, daily traffic at, or adjacent to, the highway location of the specific service information sign;
 - b. The population mix and relative distribution between primary and secondary businesses that appear to meet all the program requirements;
 - c. The ranking order determined by a contractor or the Department as established by competitive pricing proposed or offered by potential or current responsible operators, or rate schedules, at each appropriate highway interchange or location; or
 - d. The competitive market conditions, as well as economic, regulatory, logistical, and other related factors as determined by the Department.
 4. If any of the factors in subsection (D)(3) of this Section are used in competitive pricing or rate schedules, a contractor or the Department shall make information relevant to these factors available to businesses on the contractor's or the Department's website.
 5. If the factors in subsection (D)(3) of this Section do not resolve the business rankings at a location, a contractor or the Department shall prioritize the remaining requests for placement of a logo on a specific service information sign panel based on the following additional factors in the order listed below:
 - a. The responsible operator situated closest to the highway intersection or exit ramp terminal;
 - b. A gas service business or a food service business that provides the most days and hours of service to the public; and
 - c. The first-in-time, eligible responsible operator to request placement of a logo on a logo sign panel.
6. If a potential responsible operator requests placement of a logo on a specific service information sign panel at a highway intersection or interchange where there are no available placements, and does so no later than 90 calendar days before the first expiration of an existing lease with a lower-ranked responsible operator at that location, a contractor or the Department may award a lease to the highest-ranked responsible operator at that location. A contractor or the Department may establish a waiting list of requesting businesses and potential responsible operators.
7. A contractor or the Department may choose not to renew an existing lease or a lease expiring within the next 90 calendar days, if another eligible business with higher priority requests placement of a logo on a specific service information sign panel at the same location.
- E. Secondary businesses.**
1. Lease limitations. For a secondary business, a contractor or the Department may enter into a lease for up to five years or renew a lease for up to five years, with the following terms:
 - a. A contractor or the Department shall review the lease of a responsible operator at the beginning of the 24th month of the lease term to determine if the responsible operator complies with all other terms of the lease;
 - b. After the 24-month review, a contractor or the Department may terminate the lease and remove the appropriate logo from the logo sign panel if another eligible business with higher priority requests lease space for a logo on a logo sign panel; and
 - c. A contractor or the Department shall notify a responsible operator at least 90 calendar days before terminating the lease and removing a logo from the logo sign panel.
 2. A contractor or the Department may display the following additional information on a specific service information sign for a secondary business, as space allows, based on the following ranking order:
 - a. Distance,
 - b. Days and hours of operation, and
 - c. Seasonal operation.
- F. Contractor or Department responsibility.**
1. A contractor shall follow all Department design standards and specifications for all sign panels, supports, and materials, as provided in the contract and the MUTCD.
 2. A contractor or the Department shall ensure that a business complies with all criteria established in this Section. A contractor or the Department may choose not to enter into a lease agreement or renew a lease agreement if the eligibility criteria in subsection (C) of this Section are not met. If a responsible operator becomes ineligible to place a logo on a logo sign panel, a contractor or the Department shall remove a logo from a logo sign panel after notifying a responsible operator as provided in the lease.
 3. A contractor or the Department shall require that a responsible operator certify in writing as directed that a

responsible operator will comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and contractual requirements of the rural or urban logo sign program.

4. Nothing in these rules shall require a contractor or the Department to place or maintain a specific service information sign at any particular interchange or intersection. A contractor or the Department shall not place a specific service information sign that obstructs or interferes with a traffic control device.
 5. A contractor shall not remove or relocate an existing official traffic control device, as defined in A.R.S. § 28-601, to accommodate a specific service information sign without prior written approval by the Department, or a local authority under A.R.S. § 28-643.
 6. A contractor or the Department shall provide a copy of the signed lease agreement to a responsible operator. A responsible operator shall deliver a logo for the logo sign panel to a contractor or the Department for installation, or contract with a contractor to fabricate a logo for a logo sign panel to a responsible operator's, and the Department's, specifications.
 7. Within 30 calendar days after receipt of a written request from a responsible operator, a contractor or the Department shall return any pre-paid lease payments to a responsible operator if a responsible operator's logo is not installed on a logo sign panel within 90 calendar days of tendering the payments, for reasons solely caused by the Department or a contractor.
 8. A contractor shall obtain an encroachment permit under R17-3-501 through R17-3-509 before erecting or modifying a specific service information sign along a state highway.
 9. If a contractor requests an encroachment permit under R17-3-501 through R17-3-509, the Department's staff shall decide the best placement of a specific service information sign and shall cooperate with a contractor to provide information to the motoring public as prescribed in subsection (E)(2) of this Section.
 10. If an urban or rural logo sign program is terminated, a contractor or the Department shall:
 - a. Notify a responsible operator by certified mail, or a mutually agreed upon electronic communication method, of the program termination and the location where a responsible operator may claim its logo;
 - b. Remove all sign panels and supports, as directed by the Department; and
 - c. Refund any unused lease payments on a prorated basis to each responsible operator.
 11. A contractor or the Department shall solely determine the position and location of new or additional logos on logo sign panels or specific service information signs when logo sign vacancies occur on a logo sign panel or a specific service information sign panel, and a new responsible operator wishes to lease space on that panel, or a waiting list exists.
 12. In a lease agreement with a responsible operator, a contractor or the Department may collect all applicable taxes.
- G. Urbanized or rural boundary changes.** If the boundaries of an urbanized area, as identified in a subsequent decennial census, are relocated or adjusted, a contractor or the Department shall allow:
1. The logo signs within the urbanized area boundaries and outside of those boundaries to remain in place until the minimum lease obligations between a contractor or the

Department and a responsible operator have been fulfilled; or

2. Until lease termination, whichever occurs first.
- H. Signage transition.** Logo signage in place at the end of a lease term following boundary changes in subsection (G) of this Section may be transitioned from the urban to the rural logo sign program or from the rural to the urban logo sign program as appropriate.
- I. Elimination of exit ramp or interchange.** When the Department eliminates an exit ramp or interchange from the state highway system, a contractor or the Department may install and maintain a specific service information sign at an exit ramp or interchange directly preceding the exit ramp or interchange that the Department eliminates in each direction, as follows:
1. On request of a responsible operator, the Department may relocate a logo sign panel or a specific service information sign, as deemed appropriate by the Department.
 2. A business affected by exit ramp or interchange elimination shall meet all eligibility criteria for continued program participation as prescribed in Subsection C of this Section and the following:
 - a. Be located directly off the interstate or other state highway, and
 - b. Had previous routine access from the eliminated exit ramp or interchange with direct access from:
 - i. The crossroad at the eliminated exit ramp or interchange;
 - ii. The frontage road of the interstate or other state highway at the eliminated exit ramp or interchange, within 1000 feet of the crossroad; or
 - iii. The frontage road of the interstate or other state highway at the eliminated exit ramp or interchange, within 1000 feet of the crossroad, as the frontage road existed before the exit ramp or interchange was eliminated.

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2).
 Amended effective April 10, 1987 (Supp. 87-2). Former Section R17-3-911 renumbered without change as Section R17-3-909 (Supp. 88-4). Former Sections R17-3-902 through R17-3-909 renumbered without change as Section R17-3-902 (Supp. 89-1). Amended effective May 3, 1993 (Supp. 93-2). Amended by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Amended by final rulemaking at 9 A.A.R. 5047, effective November 4, 2003 (Supp. 03-4). Amended by final rulemaking at 11 A.A.R. 3856, effective September 15, 2005 (Supp. 05-3). Amended by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2). Amended by final rulemaking at 19 A.A.R. 1324, effective July 6, 2013 (Supp. 13-2).

R17-3-903. Repealed

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2).
 Amended effective April 10, 1987 (Supp. 87-2). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1). New Section made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Amended by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2). Repealed by final rulemaking at 19 A.A.R. 1324, effective July 6, 2013 (Supp. 13-2).

R17-3-904. MUTCD Requirements for Logo Signs

A. Number of sign panels and services allowed. No more than four specific service information sign panels are allowed on an interstate or other state highway at the approach to an intersection, interchange, or exit ramp.

1. Each specific service information sign panel shall contain a maximum of six logos as provided in Chapter 2J of the current version of the MUTCD.
2. No more than two specific service information sign panels for each type of specific service are allowed on an interstate or other state highway at the approach to an intersection, interchange, or exit ramp. A contractor or the Department may combine types of specific services as prescribed in subsection (A)(3) of this Section.
3. Except for existing logo signs displayed or approved for display as of July 6, 2012, no more than three types of services shall be represented on any specific service information sign panel. If three types of services are displayed on one specific service information sign panel, the panel shall have two logo sign panels for each service, or a total of six logo sign panels. If two types of services are displayed on one sign, the logo sign panels shall be limited to either three for each type, for a total of six logo sign panels, or four for one type and two for the other type, for a total of six logo sign panels.
4. One service type shall appear on no more than two specific service information sign panels.
5. When logos for more than six businesses of a specific service type are displayed at the same interchange or intersection approach, no more than 12 logos of a specific service type shall be displayed on no more than two specific service information sign panels.

B. Sign sequence. A contractor or the Department shall install successive specific service information signs for participating responsible operators in the direction of travel for the following as specified in the MUTCD:

1. Twenty-four hour pharmacies,
2. Attractions,
3. Camping,
4. Lodging,
5. Food, and
6. Gas services.

C. Seasonal requirements. If a responsible operator operates on a seasonal basis, a contractor or the Department shall:

1. Remove or cover a logo on a logo sign panel during the off-season; or
2. Display the dates of operation, if additional information is not required on the sign under R17-3-902(E)(2).

D. Sign standards. If the Department decides to move a specific service information sign because of construction or reconstruction of transportation facilities, or the placement of other signs or traffic control devices, the standards of the MUTCD apply regarding the new placement.

E. Trailblazing signs.

1. A contractor or the Department shall install a trailblazing sign for a responsible operator along a highway if a responsible operator's business is not located on, and is not visible from, an intersection with a highway as directed from the specific service information sign.
2. A contractor or the Department may locate a trailblazing sign near all intersections where the direction of the route changes or where a motorist may be uncertain which road to follow.
3. A trailblazing sign is limited to four or fewer logo sign panels.

4. A contractor or the Department shall obtain written approval from a local governing authority to install and maintain a trailblazing sign along a highway that is not under the Department's maintenance jurisdiction.

5. A contractor or the Department shall not install a logo on a specific service information sign panel until all necessary trailblazing signs have been installed.

6. A trailblazing sign shall indicate by arrow the direction to a responsible operator's business.

7. A trailblazing sign may:

- a. Duplicate the logo sign or specific service information sign, or both;
- b. Consist of two lines of text; or
- c. Include the type of specific service and distance to a responsible operator's business.

F. Sign requirements. A logo sign shall comply with A.R.S. § 28-648. Descriptive advertising words, phrases, or slogans are prohibited on a logo sign, except:

1. If a responsible operator does not have an official trademark or logo, a responsible operator may display as its logo, on a logo sign panel, the name indicated in its partnership agreement, incorporation documents, or other documentation.
2. A contractor or the Department may place supplemental wording on logo sign panels in accordance with the MUTCD.

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2).
Amended effective April 10, 1987 (Supp. 87-2). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1). New Section made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Amended by final rulemaking at 9 A.A.R. 4132, effective September 9, 2003 (Supp. 03-3). Amended by final rulemaking at 9 A.A.R. 5047, effective November 4, 2003 (Supp. 03-4). Amended by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2). Amended by final rulemaking at 19 A.A.R. 1324, effective July 6, 2013 (Supp. 13-2).

Appendix A. Repealed**Historical Note**

Adopted effective March 22, 1985 (Supp. 85-2).
Amended effective April 10, 1987 (Supp. 87-2). Appendix A repealed by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1).

Appendix B. Repealed**Historical Note**

Adopted effective May 3, 1993 (Supp. 93-2). Appendix B repealed by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1).

R17-3-905. Rural Logo Sign Requirements

A. In addition to R17-3-902 through R17-3-904 and R17-3-906, the spacing between specific service information signs on a rural state highway shall be in accordance with the MUTCD based on engineering judgment.

B. Agreement. A community official designated by a municipality or town organized under Arizona law may sign a written agreement with a contractor or the Department to prohibit installation of logos on logo sign panels or specific service information sign panels on rural state highways within the recognized boundaries of the community.

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2).

Amended effective April 10, 1987 (Supp. 87-2). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1). New Section made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Amended by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2). Amended by final rulemaking at 19 A.A.R. 1324, effective July 6, 2013 (Supp. 13-2).

R17-3-906. Existing Leases

Any change to R17-3-902 through R17-3-905 does not affect a responsible operator's lease before the current lease expires.

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2). Amended effective April 10, 1987 (Supp. 87-2). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1). New Section made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Amended by final rulemaking at 9 A.A.R. 5047, effective November 4, 2003 (Supp. 03-4). Amended by final rulemaking at 19 A.A.R. 1324, effective July 6, 2013 (Supp. 13-2).

Illustration A. Repealed

Historical Note

New Illustration made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Illustration repealed by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2).

Illustration B. Repealed

Historical Note

New Illustration made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Illustration

repealed by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2).

Illustration C. Repealed

Historical Note

New Illustration made by final rulemaking at 9 A.A.R. 624, effective February 7, 2003 (Supp. 03-1). Illustration repealed by final rulemaking at 18 A.A.R. 1263, effective July 6, 2012 (Supp. 12-2).

R17-3-907. Repealed

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2). Former Section R17-3-907 repealed and a new Section R17-3-907 adopted effective June 18, 1987 (Supp. 87-2). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1).

R17-3-908. Repealed

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2). Former Section R17-3-908 repealed and a new Section R17-3-908 adopted effective April 10, 1987 (Supp. 87-2). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1).

R17-3-909. Repealed

Historical Note

Adopted effective March 22, 1985 (Supp. 85-2). Amended effective April 10, 1987 (Supp. 87-2). Former Section R17-3-911 renumbered without change as Section R17-3-909 (Supp. 88-4). Section repealed by final rulemaking at 7 A.A.R. 1021, effective February 8, 2001 (Supp. 01-1).



Council-Regular Meeting

A5

Meeting Date: 01/15/2019

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: PUBLICHEARING: Ordinance No. 2019.004: Relating to Development; amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-10 (Signs); repealing existing Title 16 (Signs) of the Marana Land Development Code; and designating an effective date (Brian D. Varney)

Resolution No. 2019-005: Relating to Development; declaring as a public record filed with the Town Clerk new Chapter 17-10 (Signs) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.004 (Brian D. Varney)

Discussion:

Staff is requesting approval of a comprehensive update of the Town's sign regulations with the adoption of new Chapter 17-10 (Signs) of the Marana Town Code, replacing Title 16 (Signs) of the Marana Land Development Code.

Key revisions to the sign code include:

- Replacement of obsolete or outdated terminology and standards with contemporary standards addressing current needs and trends.
- Simplification of regulations, making them more user-friendly without sacrificing effectiveness and enforceability.
- Establishment of clear and concise standards that will provide fair and reasonable sign provisions while preserving our community's appearance.
- Integrated hyperlinks in the online version of the sign code, to simplify navigation between provisions.
- Review and consideration of Planned Sign Programs by the Planning Commission, instead of administratively by staff.

- Creation of standards to encourage the use of enhanced design elements for freestanding signs.
- Adoption of new standards for previously unregulated or ineffectively-regulated temporary signs.
- Creation of a definition of 'sign-premises,' to allow commercial or industrial center occupants to display on-site signs anywhere within the center (rather than just on their own property).
- Creation of a residential subdivision sign program to accommodate and regulate temporary on-site and off-site signs for home builders.

Study sessions and work sessions pertaining to the draft sign code were conducted with both the Planning Commission and Town Council. The Planning Commission held a study session on May 30, 2018 and a work session on June 27, 2018. The Town Council held a study session on June 12, 2018. Feedback received in these sessions led to further staff revisions to the sign code draft as presented in the public hearing process.

The Planning Commission considered the draft sign code at a public hearing held on October 24, 2018. At the request of staff, the Commission voted to continue the public hearing to the following month (November 28, 2018) to allow staff time to further evaluate certain standards including those pertaining to temporary signs within the Town's right-of-way. After the first Planning Commission public hearing, the sign code draft was reorganized into the order found in the current draft, with division sections added to separate regulations by topic and, in some cases, alphabetically by sign type.

At the continued Planning Commission public hearing on November 28, 2018, to minimize the number of signs erected within the Town's right-of-way, staff proposed regulations requiring each off-site subdivision directional right-of-way sign to include identification of multiple home builders working within the same master plan development and requiring individual builders with multiple projects in the same general area to use a single off-site right-of-way directional sign with arrows pointing to the different projects. In response, Ben Buehler-Garcia of the Southern Arizona Home Builders Association (SAHBA) stated that his organization was not entirely content with the proposed regulations, and indicated that it was not reasonable for home builders to share signs. Mr. Buehler-Garcia contended that staff's proposed regulations would be onerous to the home building industry. The Commission voted unanimously (5-0) to recommend approval of the proposed sign regulations on condition that staff continue working with SAHBA on off-site directional signage for the residential subdivision sign program.

Since then, Planning staff has continued to discuss the issue with Mr. Buehler-Garcia of SAHBA, and staff from the Planning, Engineering, and Legal departments have met to consider and evaluate options for off-site directional signage for residential subdivisions in the public right-of-way. In the end, Town staff concluded that allowing the signage within the Town's right-of-way would be detrimental to the objective of maintaining clean and attractive roadways, and that adequate directional signage can be provided for subdivisions within the public right-of-way by enhancing the signage available under the Town's existing regulatory wayfinding sign program approved under Resolution 2010-86. This program provides for signs that are more permanent,

functional and attractive, and has been used successfully by home builders for a number of years. Staff plans to present sample enhanced signage for the regulatory wayfinding sign program at the public hearing, to give Council a better understanding of the off-site directional signage within the right-of-way that will be available to residential subdivisions.

Throughout the Sign Code drafting and public hearing process, Town staff has extensively engaged the business community in various ways, including focus groups comprised of a wide representation of industries including retail and service, real estate marketing and sales, land development, sign manufacture, and others. More recently, draft regulations have been introduced to the Marana Chamber of Commerce, Metropolitan Pima Alliance, and SAHBA. The Development Services website has detailed the progress of the update and provided links to the draft document as well as to a location where comments could be submitted directly to staff. Direct email contact was made with businesses throughout the community directing them to the Development Services webpage and requesting comment and feedback. Additionally, the Marana Chamber of Commerce has assisted in updating its members throughout the process and directing them to Development Services for additional information.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2019.004, amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-10 (Signs); repealing existing Title 16 (Signs) of the Marana Land Development Code; and designating an effective date.

Suggested Motion:

I move to adopt Ordinance No. 2019.004, amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-10 (Signs); repealing existing Title 16 (Signs) of the Marana Land Development Code; and designating an effective date.

Attachments

Ordinance No. 2019.004
Resolution No. 2019-005
Exh A to Reso_20181226 Draft Sign Code
PCM1810-001 Current Sign Code
PC Minutes 10-24-2018_approved
PC Minutes 11-28-2018_draft
TC Study Session meeting minutes_6122018

MARANA ORDINANCE NO. 2019.004

RELATING TO DEVELOPMENT; AMENDING TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE BY ADDING NEW CHAPTER 17-10 (SIGNS); REPEALING EXISTING TITLE 16 (SIGNS) OF THE MARANA LAND DEVELOPMENT CODE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town of Marana seeks to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory sign standards, consistent with the United States Constitution, the Arizona Constitution, and state and federal cases and laws; and

WHEREAS the Town does not desire or intend to censor speech or regulate viewpoints, but desires and intends to regulate the adverse secondary effects of signs on aesthetics and traffic and pedestrian safety; and

WHEREAS the Town seeks to establish sign regulations that serve substantial governmental interests and, in some cases, compelling governmental interests such as traffic safety; and

WHEREAS the Town Council finds that a pleasing, visually attractive, and safe environment is of foremost importance to preserve and promote the Town of Marana as a desirable community in which to live, visit, work, play, and do business, and that the reasonable regulation of signs within the Town contributes directly to these desired ends; and

WHEREAS the Town Council finds that reasonable signage is necessary to serve the needs of individuals, organizations, and businesses and to respect their rights to identification while balancing the aesthetic and safety interests of the community; and

WHEREAS the Marana Mayor and Town Council held a public hearing on January 15, 2019, and determined that this ordinance should be approved.

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

Section 1. Chapter 17-10 (Signs) of Marana Town Code Title 17 (Land Development), 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, and which was made a public record by and attached as Exhibit A to Resolution No. 2019-005 of the Town of Marana, Arizona, 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 Chapter 17-10 (Signs) of Marana Town Code Title 17 (Land Development) as adopted pursuant to this ordinance:

17-10-15 Classification; enforcement; removal

A. General. Violation of this chapter is a civil infraction and shall be enforced pursuant to chapter 5-7 of the town code.

B. Removal of signs by town; notice; fees.

1. A code compliance officer or other authorized representative of the town may immediately remove or cause the removal of a sign in either of the following circumstances:
 - a. When the sign is unlawfully placed in the public right-of-way.
 - b. When the sign poses an immediate hazard to persons or property.
2. If possible, when exercising its right to immediately remove or cause the removal of a sign, the town shall provide the sign owner with verbal or written notification of the removal at the time of the removal. The notice shall include all of the following:
 - a. The reason or reasons for the removal.
 - b. The location where the sign owner may claim the sign.
 - c. Notification that if the sign owner does not claim the sign within five days of the notice, the town may destroy or reuse the sign.
3. If a sign is placed in violation of this chapter but does not pose an immediate hazard to persons or property and is not located in the public right-of-way, a code compliance officer or other authorized representative of the town shall provide written notice of violation to the sign owner.
 - a. The notice shall include all of the following:
 - i. The reason or reasons the sign is in violation.
 - ii. Notification that if the sign is not removed within 48 hours of the notice, the town will remove the sign.
 - iii. The location where the sign owner may claim the sign if it is removed.
 - iv. Notification that if the sign is removed and the sign owner does not claim the sign within five days of the notice, the town may destroy or reuse the sign.
 - b. The notice shall be delivered either by personal delivery or, if the town is unable to determine the owner of the sign, by affixing it to the offending sign.

c. If the offending sign is not removed within the 48-hour period, a code compliance officer or other authorized representative of the town may remove or cause the removal of the sign.

4. The town's cost to remove or store a sign shall be borne by the sign owner in the amount set forth in the fee schedule approved by the council and amended from time to time.

C. Effect. Neither the suspension nor revocation of a sign permit, nor the removal of a sign by the town, shall be a defense against prosecution.

Section 3. Existing Title 16 (Signs) of the Marana Land Development Code is hereby repealed.

Section 4. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

Section 5. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

Section 6. A final binding judicial determination that any section, subsection, sentence, clause, phrase or portion of this ordinance is invalid or unconstitutional shall not affect the validity of the remaining portions of this ordinance.

Section 7. This ordinance shall become effective on February 15, 2019.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

MARANA RESOLUTION NO. 2019-005

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK NEW CHAPTER 17-10 (SIGNS) OF TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE ADOPTED BY MARANA ORDINANCE NO. 2019.004

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that new Chapter 17-10 (Signs) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.004, 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 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

CHAPTER 17-10. SIGNS

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I. ADMINISTRATION AND GENERAL

17-10-1 Purpose

This chapter establishes reasonable regulations for the design, placement, construction, and maintenance of all signs within the town, to protect the public interest and achieve these community objectives:

- A. To minimize the risk of personal injury and property damage from unregulated and improper sign placement, construction, and maintenance;
- B. To balance private and public interests by providing opportunities for adequate signage for business identification and essential communication while preserving and enhancing the community environment, unique character and qualities of the town;
- C. To promote the use of signs that are well-designed, of appropriate scale, and appropriately integrated into the built environment; and
- D. To preserve and enhance the streetscape appearance throughout the town and the general appearance of business corridors.

17-10-2 General

- A. No content restrictions.
 1. Any sign allowed under this chapter may contain, in lieu of any other copy, any otherwise lawful message that complies with applicable size, lighting, dimension, design, spacing, and permitting requirements of this chapter.
 2. This chapter is intended to regulate signs in a manner that does not favor commercial speech over non-commercial speech and does not regulate non-commercial speech by message content.
 3. Any regulation that distinguishes between on-site and off-site signs applies only to commercial messages, and allows any non-commercial message.
- B. Conformity.
 1. No sign shall be installed, placed, or maintained within the town except in conformance with this chapter or as allowed by a state or federal law preemption of this chapter.
 2. If provisions of this chapter are in conflict with any other provision of the code, the more restrictive requirement shall apply.

3. Signs maintained contrary to the provisions of this chapter are declared to be nuisances and may be abated as provided by law.

17-10-3 Definitions and sign types

A. The following definitions supplement those found elsewhere in the town code and land development code. In the event of conflicting definitions related to signs, the definitions in this section prevail.

1. Abandoned sign: A sign associated with a business, use, occupancy, product, or activity that has already occurred or has not existed for a period of 30 consecutive days, for reasons attributable at least in part to the sign-property owner.
2. A-frame: A portable sign typically constructed of wood or plastic that folds out to form the shape of an 'A'.
3. Animation: The movement, or optical illusion of movement, of any part of a sign structure, design, or pictorial segment including the movement of any illumination, flashing, or variation of light intensity, and including but not limited to the automatic changing of all or part of a sign achieved through mechanical, electrical, or environmental means including motion by activity such as wind, thermal changes, or other naturally occurring external forces.
4. Awning: An architectural projection or shelter projecting from, and supported by the exterior wall of, a building and composed of a covering of rigid or non-rigid materials and/or fabric on a supporting framework that may be either permanent or retractable.
5. Awning sign: A sign displayed on or attached to the surface of an awning.
6. Balloon: An airtight bag filled with helium, hot air, or other gas, that is anchored to a building or structure with rope, cable or similar material.
7. Banner: A temporary sign constructed of a flexible material on which copy or graphics may be displayed.
8. Billboard: A sign not associated with a business, use, occupancy, product, or activity located or occurring on the sign-premises and with a sign area 24 square feet or larger.
9. Canopy: A multi-sided overhead structure or architectural projection supported by attachment to a building on one or more sides and cantilevered from the building or supported by columns.
10. Change of sign copy: A replacement or modification of the message or design of an existing sign face without modifying the size, shape, framework or structure of the sign.

11. Commercial sign: Any sign that does not fit the definition of non-commercial sign.
12. Development activity sign: A temporary freestanding sign consisting of a rigid, durable sign face mounted on wood or metal posts embedded in the ground without the use of concrete or other permanent footing material, and conforming to the requirements of subparagraph 17-10-32 (development activity signs).
13. Directory sign: A monument sign that complies with the requirements of section 17-10-17 (directory signs).
14. Drive-through sign: A sign that complies with the requirements of section 17-10-18 (drive-through signs).
15. Electronic message display: An electronically activated changeable message sign.
16. Elevation: An exterior side of a building which includes the building wall face, parapet, fascia, windows, doors, canopies, and visible roof structures.
17. Exceptional design: Refers to a freestanding sign with an architecturally interesting design that complies with the following:
 - a. At least 50% of all surfaces of the sign structure shall consist of one or more of the following materials:
 - i. Brick
 - ii. Decorative block
 - iii. Natural or simulated stone
 - iv. Decorative or treated wood
 - v. Decorative unpainted or unfinished metal
 - vi. Other similar materials approved by the planning director
 - b. Except as described in subparagraph c below, the area of the sign structure must equal or exceed the sign area for each sign face.
 - c. If at least 50% of the sign copy is mounted independently and in relief of the sign face or background and utilizes back-lighting (halo or reverse channel illumination), the required area of the sign structure may be reduced by 50%.
 - d. For purposes of this definition, the sign structure includes the entire structure of the sign other than the sign area.
 - e. For purposes of subparagraphs b and c above, the sign structure is measured as the surface area of the side of the structure that contains the sign face.
18. Flag: Fabric, vinyl, or similar flexible material typically attached at one edge to a staff.

19. Freestanding interstate sign: A freestanding sign that complies with the requirements of section 17-10-21 ([freestanding interstate signs](#))
20. Freestanding monument sign: A freestanding sign that complies with the requirements of section 17-10-22 ([freestanding monument signs](#)).
21. Freestanding sign: A sign erected or mounted on a self-supporting permanent base detached from supporting elements of a building.
22. Fuel service pump topper sign: A sign affixed to the top or side of an operable fuel dispensing pump.
23. Government sign: A sign constructed, placed, or maintained by a government agency or a sign that a government agency requires to be constructed, placed, or maintained.
24. Illuminated sign: A sign that uses artificial light, either projecting through its surface (internal illumination) or reflecting off its surface (externally illuminated).
25. Legal nonconforming sign: A sign that was legally installed in conformance with all applicable sign regulations and ordinances in effect at the time of its installation; but that does not comply with current regulations.
26. Non-commercial sign: A sign containing no message, statement, or expression related to commercial interests. Noncommercial signs include, but are not limited to:
 - a. Government signs
 - b. Signs expressing political, religious, or ideological views or positions
 - c. Signs with information about or announcements of non-profit organizations
27. Non-residential area: Any land that is not in a residential area.
28. Polyhedron: A three-dimensional solid figure formed by plane faces that are polygons.
29. Portable directional sign: A portable sign directing the traveling public to a real estate open house or to an event.
30. Portable sign: A freestanding, moveable sign not permanently affixed to any building, structure, or embedded into the ground. Examples include A-frames and T-frames.
31. Projected image sign: A temporary sign which is projected by an electronic device onto a building, structure, sidewalk or other surface.
32. Quill sign: A temporary sign constructed as a banner, typically in the shape of a feather or sail, attached to a pole assembly embedded in the ground and designed to move in the wind.

33. Reasonable repairs or alterations: Repairs or alterations determined by Arizona case law as being consistent with the “reasonable repairs and alterations” provision of A.R.S. § 9-462.02 (A). In the absence of case law guidance, reasonable repairs or alterations include repairs or alterations that cost less than half of the cost to replace the sign.
34. Residential area: All of the following:
- a. Land zoned AG, RD-180, R-144, R-80, R-36, R-20, R-16, R-12, R-10, R-8, R-7, R-6, R-3.5, MR-2, MR-1, RV, and MH.
 - b. Land zoned A, B, and C, except those portions that have an existing non-residential use.
 - c. Portions of land zoned D and E that have an existing residential use.
 - d. Land with residential land use designations within specific plan areas (areas zoned F).
 - e. Parcels devoted solely to residential, park, or open space uses.
35. Roadway construction business identification banner: A sign that complies with the requirements of section [17-10-38 \(roadway construction business identification banners\)](#).
36. Shingle sign: A wall mounted or hanging sign, located under a covered porch, walkway, extended roof or other similar structure.
37. Sight visibility triangle: An area extending along an intersection approach leg and across the included corners that must be kept clear of obstructions that might block a driver’s view of potentially conflicting vehicles or pedestrians.
38. Sign: A name, identification, description, display or illustration affixed to or painted or represented directly or indirectly on a building or other outdoor surface that directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Does not include anything that meets this definition but that is located completely within an enclosed building and is not visible from outside the building. A statue is a sign if it calls attention or relates to an activity or use located on the sign-premises.
39. Sign area: The area of a sign determined in accordance with paragraph [17-10-8 below](#).
40. Sign copy: All letters, numerals, figures, symbols, logos, and graphic elements comprising the content or message of a sign.
41. Sign face: The entire display surface area of a sign upon, against, or through which copy is placed.
42. Sign-premises:

- a. In residential areas, the sign-property plus adjacent right-of-way used by the sign-property owner under a license from the town.
 - b. In non-residential areas, the entire shopping center or industrial center where the sign is located plus adjacent right-of-way used by the sign-premises owner, owners, or owners association under a license from the town.
43. Sign-property: The specific lot or parcel of land upon which the sign is placed or erected. Adjacent lots or parcels under the same ownership and with the same use shall be considered one sign-property.
44. Sign walker: A person who carries, holds or balances a sign.
45. T-frame: A portable sign typically constructed of wood or plastic with a structure in the appearance of an inverted 'T'.
46. Temporary sign: A portable sign, a sign not permanently embedded in the ground, or a sign not permanently affixed to a building or permanent sign structure.
47. Tenant space: The area or portion of a building leased by an individual or entity.
48. Vehicle sign: A sign mounted, painted, attached or affixed to a truck, car, boat, trailer, or other vehicle or similar equipment.
49. Wall sign: A permanent sign fastened, attached, or connected to, or supported in whole or in part by, a building or structure.
50. Window sign: A sign affixed to the interior or exterior of a window, or placed immediately behind a window, and visible from outside of the building.

17-10-4 Prohibited signs

All signs not expressly allowed under this chapter are prohibited, including but not limited to:

- A. Billboards.
- B. Flashing, blinking, reflective, inflatable or animated signs, including signs with an intermittent or varying color or intensity of artificial illumination, whether deliberate or as a consequence of a defect in the sign or illumination source, except as expressly allowed by the provisions of section 17-10-19 (electronic message displays) or section 17-10-33 (inflatable and air activated signs).
- C. Projected-image signs.
- D. Ribbons, streamers, balloons, or pin flags, except as expressly allowed by the provisions of section 17-10-33 (inflatable and air activated signs).
- E. Searchlights.

- F. Signs projecting sound, except as expressly allowed by the provisions of section 17-10-18 (drive-through signs).
- G. Signs that obstruct free and clear vision of motor vehicle operators.
- H. Signs located in a sight visibility triangle, unless approved by the planning director.
- I. Signs placed in any location where by reason of position, shape, or color may interfere with or be confused with any authorized traffic sign, signal, or device.
- J. Signs placed on any curb, sidewalk, post, pole, hydrant, bridge, tree or other surface located on public property or over or across any street or public thoroughfare, or in the public right-of-way, except as expressly allowed by this chapter.
- K. Signs projecting above the top of the wall parapet, or roofline, or mounted on a roof.

17-10-5 Exempt signs

The following signs shall be exempt from the application and permit requirements of this chapter. Exempt signs must comply with all other applicable regulations contained in this chapter, if any.

- A. Flags that comply with the requirements of section 17-10-20 (flags and flag poles)
- B. Fuel service pump topper signs.
- C. Government signs.
- D. Grave markers, headstones, statues, historical markers, and cornerstones.
- E. Hazard warning and parking signs measuring three square feet or less.
- F. Portable signs that comply with the requirements of section 17-10-35 (portable signs).
- G. Portable directional signs that comply with the requirements of section n 17-10-34 (portable directional signs).
- H. Roadway construction business identification banners that comply with the requirements of section 17-10-38 (roadway construction business identification banners).
- I. Signs carried or displayed by a sign walker in compliance with the requirements of section 17-10-24 (sign walkers).
- J. Signs integrated into the design of an automated bank teller machine.
- K. Signs relocated as the result of town construction projects.
- L. Vehicle signs that comply with the requirements of section 17-10-27 (vehicle signs).

- M. Window signs that comply with the requirements of section 17-10-29 (window signs).
- N. Temporary signs in residential areas that comply with the requirements of paragraph 17-10-25 C.
- O. Any sign authorized by this chapter that is six square feet or smaller, unless an application and permit are expressly required by this chapter.

17-10-6 Permits

A. General.

1. The sign-property owner or the sign-property owner's representative may apply for a sign permit.
2. Except as provided in subparagraph 3 below, a sign permit is required prior to constructing, installing, placing, altering, or relocating any sign within the town.
3. A sign permit is not required for any of the following:
 - a. Change of sign copy
 - b. An exempt sign as defined in this chapter
 - c. A sign allowed by a state or federal law preemption of this chapter
 - d. Sign maintenance that does not change the design of the sign

B. Permit fees. Upon approval of an application for a sign permit, the applicant shall pay the applicable fee assessed in accordance with the fee schedule adopted and amended from time to time by the council.

C. Application.

1. A sign permit application shall be submitted for all signs requiring a permit.
2. A sign permit application must be accompanied by all items required by the sign permit application checklist.

D. Permit suspension or revocation. In addition to enforcement pursuant to chapter 5-7 of the town code, the planning director may suspend or revoke a sign permit issued as a result of the applicant's material omission or misstatement of fact. The planning director shall give notice of any suspension or revocation to the applicant and to the sign-property owner.

17-10-7 Sign design and construction

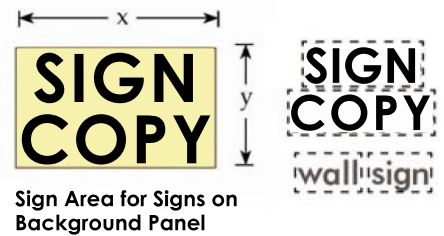
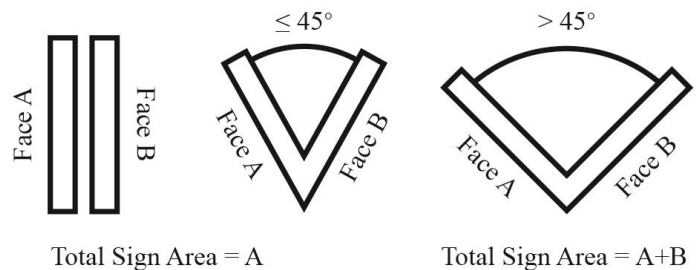
A. All signs shall incorporate design elements consistent with the overall architectural character of buildings and other improvements on the sign-premises.

- B. Electric raceways and transformers shall be located to minimize visibility.
- C. All signs shall be designed and constructed in conformance with current town building codes (see town code title 7).
- D. All temporary signs shall be constructed using suitably durable materials as approved by the planning director.

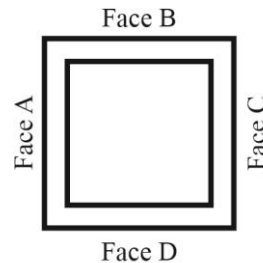
17-10-8 Sign measurement

A. Sign area shall be measured as follows:

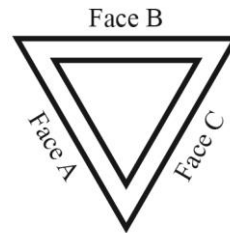
1. Sign copy mounted on or painted on a background panel or area distinctively painted, textured, or constructed as a background for the sign copy shall be measured as that area contained within the sum of the smallest rectangles that will enclose both the sign copy and the background.
2. Sign copy mounted as individual letters or graphics against a wall, fascia, mansard, or parapet of a building or other structure that has not been painted, textured, or otherwise altered to provide a distinctive background for the sign copy shall be measured as a sum of the smallest polygon of not more than 12 sides that will enclose each word and each graphic in the total sign.
3. Signs with multiple faces shall be measured as follows:



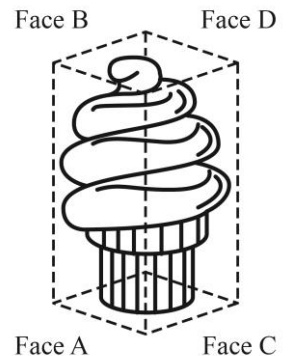
- a. The area of all faces shall be included in determining the area of the sign, except that only one face of a double-faced sign shall be considered in determining the sign area when both faces are parallel and the greatest distance between faces does not exceed five feet, or when the interior angle of the sign faces does not exceed 45 degrees in the case of a 'V'-configured sign. If the area of one sign face exceeds the area of the sign's opposing face, the area of the larger face shall be used to determine the sign area.



$$\text{Total Sign Area} = (A + B + C + D) \div 2$$



$$\text{Total Sign Area} = (A + B + C) \div 2$$

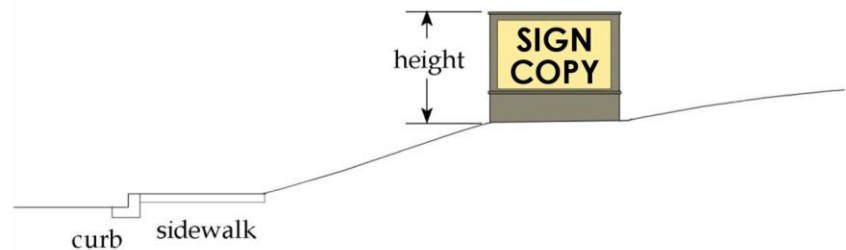


$$\text{Total Sign Area} = (A + B + C + D) \div 2$$

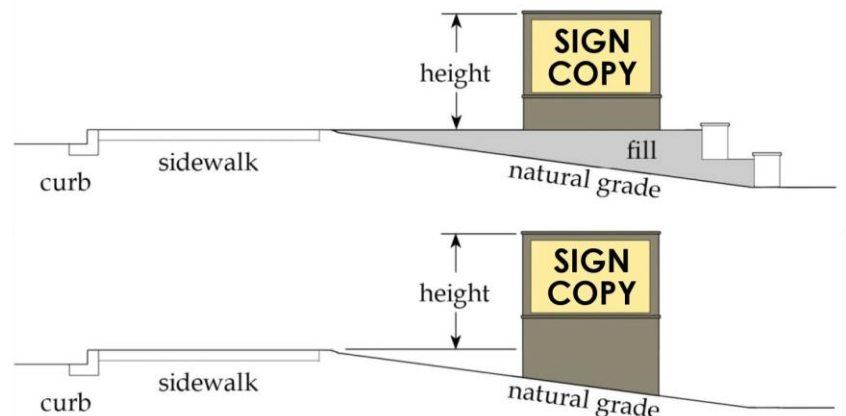
- b. The area of a sign that contains three or more faces shall be calculated as 50% of the sum of the area of all faces.
- c. Spherical, free-form, sculptural, or other non-planar sign area is measured as 50% of the sum of the areas using only the four vertical faces of the smallest six-faced polyhedron that will encompass the sign structure.

B. Sign height shall be measured as follows:

1. The height of a freestanding sign shall be measured as the vertical distance from the finished grade beneath the sign, exclusive of any filling, berming, mounding or landscaping done solely for the purpose of locating the sign, to the highest point of the sign. If the sign is proposed in a location in which the finished grade beneath the sign is lower than the grade of the adjacent roadway surface, the sign height shall be measured from the top of the curb, or crown of the adjacent roadway surface where no curb exists. The height of any monument base or other structure erected to support or ornament the sign shall



Freestanding Sign Height – Signs Higher than the Grade of an Adjacent Road



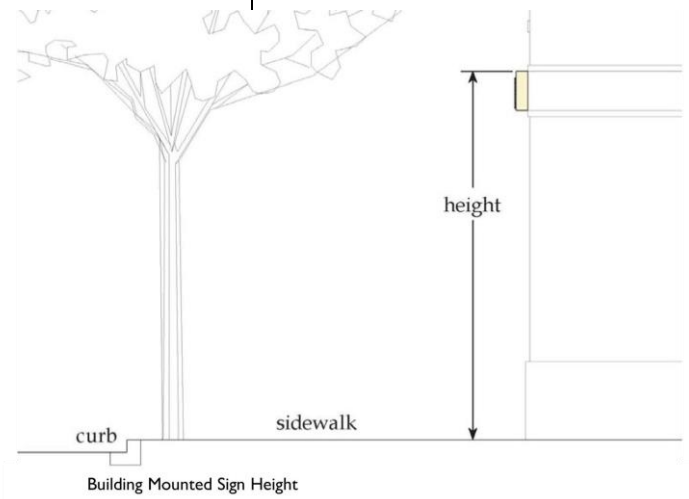
Freestanding Sign Height – Signs Lower than the Grade of an Adjacent Road

be measured as part of the sign height.

2. Wall fascia, mansard, and parapet-mounted signs shall be measured as the vertical distance to the top of the sign or sign structure from the base of the wall on which the sign is located.

17-10-9 Sign illumination

- A. Signs may be illuminated, except where expressly prohibited in this chapter.
- B. All illuminated signs shall be constructed and operated in compliance with the outdoor lighting code.



17-10-10 Sign maintenance

- A. Any sign or sign component shall be promptly repaired or replaced if it:
 1. Is damaged or deteriorated,
 2. Constitutes a danger or hazard to public safety, or
 3. Is reasonably determined by the planning director, by reason of its appearance as viewed at ground level from the public right-of-way or from neighboring properties, to:
 - a. Be detrimental to property value
 - b. Be offensive to the senses, or
 - c. Reduce the aesthetic appearance of the area.
- B. Maintenance of a sign shall include all of the following:
 1. Periodic cleaning
 2. Replacement of defective light sources
 3. Repair or replacement of any faded, peeled, cracked, or otherwise damaged or broken parts
 4. Any other activity necessary to restore the sign to compliance with the requirements of the sign permit issued for its installation and the provisions of this chapter.

17-10-11 Areas with special sign regulations

- A. Special sign districts. Special sign districts may be established by ordinance. Special sign districts may have unique regulations applicable to them, which differ from those set forth in this chapter.
- B. Specific plans. Sign regulations approved as part of a specific plan take precedence over this chapter within the specific plan area. Particular signage elements not addressed by the specific plan sign regulations shall be governed by this chapter.

- C. Planned sign program. Sign regulations approved as part of a planned sign program take precedence over this chapter. Planned sign programs shall be reviewed by staff and subject to consideration and approval by the planning commission.

17-10-12 Planned sign programs

- A. A planned sign program is available for development projects consisting of multi-tenant buildings, non-residential developments with multiple buildings or mixed-use developments. The program shall be reviewed by staff and subject to consideration and approval by the planning commission. A planned sign program:
1. Is intended to allow flexibility in order to achieve exceptional project design through architectural integration of the site, buildings, and signs.
 2. Is intended to provide for design compatibility of all signs and to establish and maintain a consistent design theme within a development.
 3. Shall be in substantial conformance with the general intent of the regulations of this chapter, but may establish reasonable and appropriate alternatives to the standard provisions of this chapter.
 4. Shall establish design standards, including, but not limited to, sign types, placement, size, design, colors, materials, textures, and method of illumination.
 5. Shall provide adequate identification and information for the development.
 6. Shall provide aesthetic appeal, promote traffic safety, and maintain consistency with other town regulations.
- B. A planned sign program application shall be submitted to the planning department and must be accompanied by all items required by the planned sign program application checklist and all applicable fees.
- C. All freestanding signs approved through a planned sign program and allowed an increase in either area or height above the basic standards for freestanding signs must be constructed to the standards of exceptional design as defined in this chapter (see subparagraph 17-10-3 A. 17 above).

17-10-13 Legal nonconforming signs

- A. Legal nonconforming signs are allowed, subject to the requirements of this section.
- B. Any legal nonconforming sign shall be permitted to remain, so long as it:
1. Is not increased in area or height and remains structurally unchanged, except for reasonable repairs or alterations; or

2. Is not relocated, unless at the request or requirement of the town so as to comply with applicable safety requirements.
- C. A legal nonconforming sign shall be rebuilt, repaired, or replaced only in conformance with the provisions of this chapter if it is:
 1. Structurally changed, except for reasonable repairs or alterations;
 2. Damaged by half or more of the cost to replace the sign as a result of fire, lack of maintenance, or other causes; or
 3. Temporarily or permanently moved or removed by any means, including an act of God, except as provided in subparagraph 17-10-13 B. 2 above.

17-10-14 Abandoned signs

- A. The planning director shall, upon determining that a sign is an abandoned sign, give notice to the sign owner that the sign is deemed an abandoned sign.
- B. Within 30 days after receipt of the planning director's notice, the sign owner shall take one of the following actions:
 1. Remove the sign and its supporting structure;
 2. Remove the sign face and replace it with a blank sign face; or
 3. Reverse the sign face and not illuminate the sign from the interior.

17-10-15 Classification; enforcement; removal

- A. General. Violation of this chapter is a civil infraction and shall be enforced pursuant to chapter 5-7 of the town code.
- B. Removal of signs by town; notice; fees.
 1. A code compliance officer or other authorized representative of the town may immediately remove or cause the removal of a sign in either of the following circumstances:
 - a. When the sign is unlawfully placed in the public right-of-way.
 - b. When the sign poses an immediate hazard to persons or property.
 2. If possible, when exercising its right to immediately remove or cause the removal of a sign, the town shall provide the sign owner with verbal or written notification of the removal at the time of the removal. The notice shall include all of the following:
 - a. The reason or reasons for the removal.
 - b. The location where the sign owner may claim the sign.

- c. Notification that if the sign owner does not claim the sign within five days of the notice, the town may destroy or reuse the sign.
- 3. If a sign is placed in violation of this chapter but does not pose an immediate hazard to persons or property and is not located in the public right-of-way, a code compliance officer or other authorized representative of the town shall provide written notice of violation to the sign owner.
 - a. The notice shall include all of the following:
 - i. The reason or reasons the sign is in violation.
 - ii. Notification that if the sign is not removed within 48 hours of the notice, the town will remove the sign.
 - iii. The location where the sign owner may claim the sign if it is removed.
 - iv. Notification that if the sign is removed and the sign owner does not claim the sign within five days of the notice, the town may destroy or reuse the sign.
 - b. The notice shall be delivered either by personal delivery or, if the town is unable to determine the owner of the sign, by affixing it to the offending sign.
 - c. If the offending sign is not removed within the 48-hour period, a code compliance officer or other authorized representative of the town may remove or cause the removal of the sign.
- 4. The town's cost to remove or store a sign shall be borne by the sign owner in the amount set forth in the fee schedule approved by the council and amended from time to time.

C. Effect. Neither the suspension nor revocation of a sign permit, nor the removal of a sign by the town, shall be a defense against prosecution.

II. REGULATIONS BY SIGN TYPE

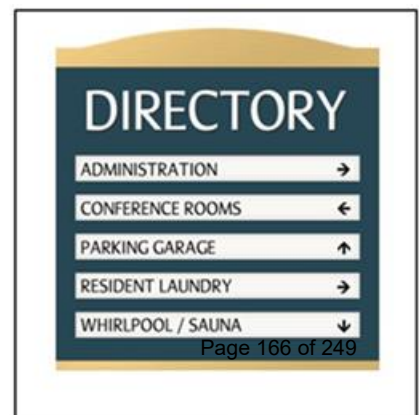
17-10-16 Awning signs

- A. An awning sign shall be allowed in lieu of, or in conjunction with, a wall sign.
- B. Awning sign area shall be calculated as part of the allowable area for wall signage for any given elevation.

17-10-17 Directory signs

Directory signs are allowed in non-residential area developments and multi-family complexes subject to the following:

- A. Each sign premise shall be allowed one directory sign at each entrance on each street frontage.



- B. Sign height shall not exceed eight feet.
- C. Sign area shall not exceed 40 square feet.
- D. Signs shall be located at least 100 feet from any abutting street right-of-way unless a building or other structure blocks the sign's visibility from the street.

17-10-18 Drive-through signs

- A. Drive-through signs may be freestanding or wall-mounted.
- B. Drive-through signs shall be limited to two signs per drive-through lane.
- C. Each drive-through sign shall be no greater than ten feet in height.
- D. Each drive-through sign shall be located adjacent to a drive-through lane.
- E. Drive-through signs may include electronic message displays subject to the requirements and limitations of section [17-10-19 \(electronic message displays\)](#), except that the display may occupy the entire area of the sign face.
- F. Sound emitted by drive-through signs must not be audible from any residential property.

17-10-19 Electronic message displays

- A. Electronic message displays are permitted as an integral component of either of the following:
 - 1. A permitted freestanding monument sign.
 - 2. A sign type whose regulations refer to this section, subject to any additional limitations on electronic message signs set forth in the regulations for that sign type.
- B. Except as provided in section [17-10-18 \(drive-through signs\)](#), electronic message displays may occupy up to 50% of the allowable area of a sign face.
- C. Electronic message displays may be full color and shall consist only of static messages that change not more frequently than once every 7.5 seconds.
- D. Electronic message display messages must transition by instant change method. Scrolling, travelling, flashing, full-motion video, use of sound, and similar operational effects are prohibited.
- E. Electronic message displays shall conform to the regulations of the outdoor lighting code.
- F. An electronic message display visible from an existing residential use shall be installed a minimum of 150 feet from the property line of the residential use.

17-10-20 Flags and flag poles

- A. Each sign-property may contain one flagpole bearing one or more flags, except as otherwise permitted under section 17-10-12 (planned sign programs) or section 17-10-37 (residential subdivision sign program).
- B. A flag pole shall not exceed a height of 25 feet when accessory to a residential use. In all other situations, a flag pole shall not exceed the higher of:
 - 1. 30 feet, or
 - 2. 1.25 times the height of any building within 200 feet of where the flagpole is to be constructed, but in any event not to exceed 50 feet.
- C. The length of a flag shall be no greater than one-fourth of the height of the flag pole.
- D. A flag shall not encroach beyond the sign-premises.
- E. A flag shall not create a safety hazard.
- F. A flag may be illuminated in conformance with the outdoor lighting code.

17-10-21 Freestanding interstate signs

Freestanding interstate signs shall be allowed only upon approval by the planning commission of a conditional use permit or a planned sign program and shall be subject to the following:

- A. A freestanding interstate sign may be allowed for commercial, industrial, or mixed-use sign-premises that are:
 - 1. A minimum of one acre in size,
 - 2. Within 250 feet of the interstate right-of-way or within 250 feet of the railroad right-of-way, and
 - 3. Within 250 feet of the right-of-way of an arterial roadway intersecting the interstate.
- B. A freestanding interstate sign shall not exceed a height of 65 feet above the finished grade beneath the sign, exclusive of any filling, berming, mounding or landscaping done solely for the purpose of locating the sign.
- C. A freestanding interstate sign shall not exceed an area of 300 square feet.
- D. A freestanding interstate sign shall not be located within 500 feet of another freestanding interstate sign.
- E. A freestanding interstate sign shall be a minimum of 500 feet from the property line of any existing residential use.

- F. A freestanding interstate sign may include an electronic message display component subject to section [17-10-19](#) (electronic message displays).

17-10-22 Freestanding monument signs

- A. A freestanding monument sign shall be allowed in non-residential areas subject to the following:

1. One sign shall be allowed per street frontage of sign-premises provided that the sign-premises has a minimum street frontage of 100 feet.
2. Two signs shall be allowed per street frontage for sign-premises with 600 feet or more of street frontage, and more than one entrance to the sign-premises on that frontage. One additional freestanding monument sign shall be permitted for each additional 300 feet of street frontage with an additional entrance.
3. The sign area shall not exceed 40 square feet for a single tenant sign-premises.
4. The sign area for sign-premises occupied by two or more tenants shall not exceed 80 square feet.
5. The sign height shall not exceed eight feet.
6. A 25% increase in the area and/or height of a sign will be allowed for a sign of exceptional design as defined in subparagraph [17-10-3 A. 17 above](#).
7. A sign-premises containing two or more tenants shall be allowed an increase in the area and height of one freestanding monument sign per street frontage subject to the following:
 - a. One sign of increased area and height shall be allowed for each sign-premises street frontage exceeding 500 linear feet.
 - b. The sign area shall not exceed 150 square feet.
 - c. The sign height shall not exceed 20 feet.
 - d. The sign shall be constructed to the standards of exceptional design, as defined in subparagraph [17-10-3 A. 17 above](#), and shall not be allowed an increase in area or height.
8. The width of the base of a monument sign must be equal to or greater than 75% of the width of the sign face.
9. Signs shall be set back a minimum of five feet from any road right-of-way, and 30 feet from any residential area property line.
10. A freestanding monument sign shall be located at least 50 feet from any other freestanding monument sign.

- B. Multi-family residential complex containing 12 units or more, including apartments, condominiums, townhome complexes, manu-

factured home parks, recreational vehicle parks, and similar uses, shall be allowed a freestanding monument sign subject to the following:

1. One freestanding monument sign shall be allowed per street frontage of the sign-premises.
2. Signs shall not exceed 40 square feet in area and eight feet in height.
3. A 25% increase in the area and height of a sign will be allowed for a sign of exceptional design as defined in subparagraph 17-10-3 A. 17 above.

17-10-23 Shingle signs

- A. Shingle signs shall be limited to one per tenant space frontage and shall be located at a point of public access.
- B. Shingle sign area shall not exceed five square feet.
- C. A shingle sign shall be located in front of the tenant space it pertains to and shall be suspended from a covered porch, walkway, extended roof or similar architectural element.
- D. A minimum clearance of eight feet shall be maintained beneath a shingle sign.

17-10-24 Sign walkers

Sign walkers are allowed subject to the following:

- A. Sign walkers are prohibited in parking aisles or stalls, in driving lanes or driveways, in construction zones.
- B. Sign walkers are prohibited from operating in any manner that obstructs visibility or movement of pedestrians, motorists or cyclists.
- C. Signs displayed by sign walkers shall not include any form of illumination, animation, or attachment.
- D. Signs displayed by sign walkers shall not exceed eight square feet in area.

17-10-25 Signs in residential areas

Signs are allowed in residential areas subject to the following requirements:

- A. All signs shall comply with the regulations of this chapter applicable to the sign type, as further regulated by this section.
- B. All signs shall be displayed on the sign-property.
- C. Temporary signs in residential areas are subject to the requirements of section 17-10-30 (temporary signs—general requirements), and each temporary sign must be clearly labeled with the name and telephone number of the sign owner.

- D. Signs shall not exceed six feet in height unless attached to a wall or structure.
- E. Each single-family residential sign-property shall be allowed a cumulative sign area of six square feet with no limit on the number of signs.
- F. For multi-family uses, each residential unit shall be allowed a cumulative sign area of five square feet with no limit on the number of signs.
- G. Signs have no display period limitations.
- H. Signs may not advertise offsite commercial activities.

17-10-26 Subdivision entry signs

A subdivision entry sign, consisting of a wall sign or freestanding monument sign, may be placed at a main entrance to a residential subdivision or complex, subject to the following:

- A. Subdivision entry wall signs may be mounted on a perimeter or landscape wall on both sides of a main entrance to a subdivision or complex. The cumulative wall sign area at each entrance to a subdivision shall not exceed 100 square feet
- B. Subdivision entry freestanding monument signs shall be limited to one sign at each main entrance to a subdivision or complex subject to the following:
 - 1. The sign area shall not exceed 100 square feet.
 - 2. The sign must be setback a minimum of one foot from any property line.
 - 3. The sign may not include an electronic message display.

17-10-27 Vehicle signs

A vehicle sign may be displayed only when all of the following conditions are met:

- A. Signs must be painted on or applied directly to the vehicle and may not extend beyond the horizontal or vertical profile of the vehicle.
- B. Signs shall not be mounted in the bed of a truck.
- C. The vehicle displaying the sign must be operable, registered, licensed, and driven at least once a week.
- D. The vehicle displaying the sign must be parked in a legal parking space.

17-10-28 Wall signs

- A. Wall signs may be mounted flush, angled, bowed, or perpendicular to the wall.
- B. Wall signs in residential areas shall be subject to the following:

1. In addition to an address sign as required by this chapter, a single-family residence shall be allowed one wall sign, not to exceed three square feet.
 2. Wall signs on single-family residences shall not be placed higher than 10 feet above finished grade.
 3. Multi-family residences shall be allowed one sign per dwelling unit, not to exceed three square feet.
 4. A multi-family residential complex containing 12 units or more shall be allowed a maximum of 32 square feet of wall signage per street frontage.
 5. Illumination of signage shall be prohibited with the exception of multi-family residential complexes containing 12 units or more.
- C. Wall signs in non-residential areas shall be subject to the following:
1. Shall be allowed on no more than three elevations of any building.
 2. The allowable sign area shall be calculated at a rate of 1.5 square feet for each linear foot of building elevation or tenant space frontage up to a maximum of 200 square feet per elevation.
 3. Shall only be placed on the first and top stories of a multi-story building.
 4. Shall be allowed on parapet walls that are structurally integrated into the original building design, and shall not be placed on parapet extensions added to an existing building.
 5. Signs up to a cumulative total of 75 square feet of signage per canopy are allowed on all sides of a freestanding canopy structure, calculated in the same manner as any other wall sign.

17-10-29 Window signs

A window sign may be painted on, adhered to, or suspended behind a glass door or window surface, subject to the following:

- A. In non-residential areas, window signs shall cover no more than 40% of the window upon which the sign is displayed.
- B. Window signs shall only be displayed on first floor windows.
- C. Window signs shall only be internally illuminated.
- D. Portions of window signs consisting of electronic message displays shall be limited to five square feet and shall be subject to the requirements of section [17-10-19 \(electronic message displays\)](#).

III. REGULATIONS FOR TEMPORARY SIGNS

17-10-30 Temporary signs – general requirements

The requirements set forth in this section apply to all temporary signs.

- A. Temporary signs shall be constructed of fabric, plastic, wood, metal, or similar durable weather-resistant materials.
- B. Temporary signs shall be maintained free of chipped paint, cracks, loss of text or graphics, or similar defects.
- C. No temporary sign shall be placed upon any other sign assembly, utility pole, authorized traffic control device, utility box, fence, freestanding wall, boulder, tree, planter, vehicle, or similar structure.
- D. Temporary signs shall be placed in a manner that prevents displacement during adverse weather conditions and does not result in a safety hazard to the public.
- E. Except as expressly allowed by this chapter, temporary signs shall not be located within the public right-of-way.
- F. Temporary signs shall not interfere with the free movement of pedestrians, bicycles, or vehicles, and shall be placed so that a minimum of six feet of clearance is maintained from all sidewalks, pedestrian access ways, parking area access lanes, and handicap-designated parking spaces.
- G. Temporary signs shall not include amplified sound, animation, motion or attachments such as balloons, flags, streamers, pinwheels, or ribbons, except as specifically authorized by section 17-10-33 (inflatable and air activated signs).
- H. Temporary signs shall not be illuminated other than by ambient light present on the property or by existing illumination intended for other uses.
- I. All temporary signs require a sign permit except portable signs (section 17-10-35), portable directional signs (section 17-10-34), and temporary signs in residential areas (paragraph 17-10-25 C) (see section 17-10-5, exempt signs).

17-10-31 Banners

Banners are temporary signs which are allowed in non-residential areas subject to the requirements of section 17-10-30 (temporary signs – general requirements) and the following additional requirements:

- A. Shall be displayed on the sign-premises.
- B. Shall be limited in quantity to one per business.
- C. Building-mounted banners shall not exceed a height of 25 feet or the top of the parapet, whichever is less.
- D. Freestanding banners shall not exceed a height of ten feet above grade.

- E. Sign area shall not exceed 40 square feet.
- F. May be displayed up to 21 days, four times per calendar year per business.

17-10-32 Development activity signs

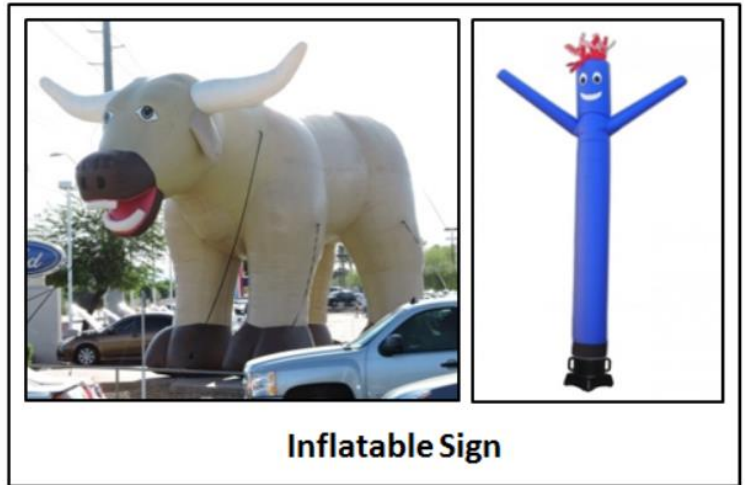
Development activity signs are temporary signs which are allowed in non-residential areas subject to the requirements of section 17-10-30 (temporary signs – general requirements) and the following additional requirements:

- A. Signs shall be displayed on the sign-premises.
- B. Signs may be displayed at the beginning of the duration of an activity, and shall be removed within seven days of the completion of the duration of the activity. The duration of an activity is the period of time between any of the following:
 - 1. From development plan approval to the earlier of:
 - a. The completion of the improvements shown on the development plan, or
 - b. The second anniversary of development plan approval.
 - 2. From the issuance of a building permit for a development project to the earliest of:
 - a. The issuance of a certificate of occupancy,
 - b. The final inspection approval, or
 - c. The second anniversary of the issuance of the building permit.
 - 3. From the date of listing a property for sale or lease to the earlier of:
 - a. The consummation of the sale or lease or
 - b. The second anniversary of the listing date.
- C. No more than three signs shall be allowed per street frontage.
- D. Each sign shall not exceed eight feet in height.
- E. Each sign shall not exceed 32 square feet in area.
- F. A development activity sign shall not be permitted on a residential subdivision that has an approved residential subdivision sign program (see section 17-10-37).

17-10-33 Inflatable and air activated signs

Inflatable and air activated signs are temporary signs which are allowed in non-residential areas subject to the requirements of section 17-10-30 (temporary signs – general requirements) and the following additional requirements:

- A. May be displayed in conjunction with a special event or activity.
- B. May be displayed for a period of up to three consecutive days and no more than two display periods shall be allowed per calendar year.
- C. Shall be located on the sign-premises.
- D. No more than two signs may be displayed concurrently on a sign-premises.
- E. Shall be setback a distance equal to or greater than the height of the sign from all property lines.
- F. Shall maintain 18 feet of clearance from overhead utility lines.
- G. Shall be placed and operate in accordance with applicable building and fire codes including proper anchoring to the ground.
- H. Shall not be placed on the roof of any building or structure.



17-10-34 Portable directional signs

Portable directional signs are permitted subject to the requirements of section 17-10-30 (temporary signs – general requirements) and the following additional requirements:

- A. Each sign must be clearly labeled with the name and telephone number of the sign owner.
- B. Each sign may not exceed six square feet in area and 30 inches in height.
- C. No more than eight signs may be placed:
 1. Directing the public to any particular real estate open house,
 2. Directing the public to any particular event, or
 3. With any particular message.
- D. Signs directing the public to a property or event must be located within five miles of the property or event.
- E. One sign may be placed at each major change in travel direction along the route leading to the property or event.
- F. On routes with infrequent major changes in travel direction, signs may be located at each intersection of collector or larger roadways.
- G. No sign shall be placed within 20 feet of another sign authorized by this section.
- H. Signs shall only be displayed between sunrise and sunset and must be removed daily.
- I. Signs shall not be displayed more than four days in any week.

- J. Signs shall not be placed within a median, sidewalk, multi-use path, or any location that would create an obstacle for pedestrians.
- K. Signs may be placed in the public right-of-way subject to the following additional requirements:
1. On curbed roadways, signs within the public right-of-way shall be placed at least two feet from the back side of the curb and at least two feet from a sidewalk or shared-use path.
 2. On roadways without curbs, signs within the public right-of-way shall be placed at least six feet from the edge of the paved surface.
 3. Signs shall not be placed between a shared-use path and the paved surface of the roadway unless there is adequate distance to maintain a six-foot setback for the sign from the edge of the roadway and a two-foot setback for the sign from the edge of the path.

17-10-35 Portable signs

Portable signs are temporary signs which are allowed in non-residential areas subject to the requirements of section [17-10-30 \(temporary signs—general requirements\)](#) and the following additional requirements:

- A. Each sign must be clearly labeled with the name and telephone number of the sign owner.
- B. Shall be limited in quantity to one per business.
- C. Must be located within 30 feet of a building entrance on the sign-property.
- D. May only be displayed during hours of operation and must be removed at the end of each business day.
- E. Sign area shall not exceed 12 square feet.

17-10-36 Quill signs

Quill signs are temporary signs which are allowed in non-residential areas subject to the requirements of section [17-10-30 \(temporary signs—general requirements\)](#) and the following additional requirements:

- A. Shall be displayed on the sign-premises.
- B. One sign per 100 linear feet of street frontage up to six signs per frontage.
- C. A maximum of two signs may be displayed for any business.
- D. Each sign shall not exceed ten feet in height.
- E. Each sign shall not exceed 20 square feet in area.
- F. Each sign shall be no closer than 50 feet to another quill sign.

- G. May be displayed up to 21 days, four times per calendar year per business.
- H. Quill signs are not permitted within the downtown neighborhood (DN) or downtown (DT) zones.

17-10-37 Residential subdivision sign program

Residential subdivisions with a sales office and offering new homes for sale may submit a proposed residential subdivision sign program to regulate the use of temporary signs for the subdivision, subject to the requirements of section 17-10-30 ([temporary signs – general requirements](#)) and the following additional requirements:

- A. A proposed residential subdivision sign program shall be submitted to the planning director, who shall approve, deny, or require modification and resubmission based on the proposed program's compliance with the requirements of this section.
- B. A residential subdivision sign program must include:
 - 1. A site plan showing the location of all proposed signs; and
 - 2. A description of the type, number, size, placement, and materials of all proposed signs.
- C. The residential subdivision sign program shall expire when the sales office is permanently closed.
- D. All signs shall be removed upon expiration of the residential subdivision sign program.
- E. A residential subdivision sign program may include the following on-site signage:
 - 1. A maximum of 500 square feet of signage per builder.
 - 2. No individual sign may exceed an area of 128 square feet or a height of 20 feet.
 - 3. Temporary signs, flags (subject to the provisions of [17-10-20, flags and flag poles](#)), and banners.
- F. A residential subdivision sign program may include off-site directional signs subject to the following additional requirements:
 - 1. Signs shall be located on private property with the written permission of the sign-property owner.
 - 2. Each sign may not exceed 32 square feet in area and eight feet in height.
 - 3. Signs must be located within a reasonable distance of the subdivision, considering its remoteness from major transportation routes.
 - 4. One sign may be placed at each major change in travel direction along the route leading to the subdivision.

5. On routes with infrequent major changes in travel direction, signs may be located at each intersection of collector or larger roadways.
 6. Signs for an individual builder for multiple subdivisions shall be combined into a single sign; and
 7. Signs of multiple builders for any particular master development shall be combined into a single sign.
- G. Residential subdivision sign program offsite directional signs shall not be located within the public right-of-way, except as part of the town's regulatory wayfinding sign program.

17-10-38 Roadway construction business identification banners

- A. An existing use within a commercial, mixed-use, or industrial zoning district and within an area subject to long-term or substantial road construction activity performed by the town or other public entity or utility company may display one roadway construction business identification banner on each adjacent street frontage of sign-premises.
- B. Banners shall be located on the sign-premises.
- C. Banners shall not exceed 40 square feet.
- D. Banners may be displayed throughout the period of construction.

**TITLE 16
SIGNS**

SECTIONS:

- 16-01 PURPOSE AND OBJECTIVES**
 - 16-02 PROCEDURE AND ENFORCEMENT**
 - 16-03 LIABILITY FOR INSURANCE AND DAMAGES**
 - 16-04 SIGNS PROHIBITED BY OMISSIONS**
 - 16-05 TYPES AND DEFINITIONS**
 - 16-06 GENERAL DEVELOPMENT STANDARDS**
 - 16-07 PROHIBITIONS**
 - 16-08 EXCEPTIONS**
 - 16-09 MISCELLANEOUS SIGNS**
 - 16-10 PERMITS, REVOCATION AND APPEALS**
 - 16-11 [RESERVED]**
 - 16-12 WAIVERS**
 - 16-13 ENFORCEMENT**
 - 16-14 DEVELOPMENT STANDARDS BY SIGN TYPE**
 - 16-15 PENALTIES**
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16-01 PURPOSE AND OBJECTIVES

The purpose and objectives of the provisions of this Title and of other provisions in this title is to establish reasonable regulations for the design, construction, installation and maintenance of signs in the Town of Marana. These provisions will further enable essential communication, by visual means, to be conducted in an acceptable manner. It is also the purpose of this Title to consolidate all general provisions relating to the installation, regulation and amortization of signs throughout the Town. More specifically the purpose of this Title is to:

- A. Provide a reasonable system of control of signs, integrated within and as part of the comprehensive zoning plan set forth by this code;
- B. Encourage signs which are well designed and pleasing in appearance and to provide incentive and spacing of signs and latitude for variety of good sign relationship;
- C. Protect the general public from injury or damage which may be caused by faulty and uncontrolled construction or improper situation of signs within the Town;
- D. Encourage a desirable urban character which has a minimum of overhead clutter, and distortion of scenic vistas;

- E. Enhance the economic value of the Town and each of area thereof through the regulations of such things as size, height, location and illumination of signs;
- F. Encourage signs which are compatible with adjacent land uses;
- G. Attract and direct persons to various activities and enterprises in order to provide for the maximum public convenience;
- H. Prevent a profusion of sign displays which are confusing to the general public;
- I. Reduce possible traffic and safety hazards to motorists and pedestrians through sound signing practices;
- J. Preserve and improve the appearance of the Town as a place in which to live and to work and as an attraction to non-residents who come to visit or trade; and
- K. Promote the public health, safety and general welfare of the Town.

16-02 PROCEDURE AND ENFORCEMENT

- A. The Planning Director is responsible for enforcing this Title. The Planning Director is therefore hereby authorized and empowered to ensure that all provisions of this Title are met in fact and intent. The procedures to be followed in exercising this authority are outlined throughout this Title.
- B. It shall be illegal for a sign to be placed or maintained in the Town of Marana except as provided in this Title.
- C. All signs maintained contrary to the provisions of this Title are declared to be nuisances, and such nuisances may be abated as provided by law.
- D. All signs permitted under this Title shall be installed and maintained in a professional and workman-like manner.

16-03 LIABILITY FOR INSURANCE AND DAMAGES

The provisions of this Title shall not be construed to relieve or to limit in any way the responsibility or liability of any person, firm, or corporation, which erects and owns any sign, nor for personal injury or property damage caused by or attributed to a sign. The provisions of this Title shall not be construed to impose upon the Town of Marana, its officers, or its employees any responsibility or liability by reason of the approval of any sign under the provisions of this Title.

16-04 SIGNS PROHIBITED BY OMISSIONS

In addition to those signs specifically prohibited by this Title, any sign not specifically allowed under provisions of this Title is prohibited.

16-05 TYPES AND DEFINITIONS

As used in this Title the following sign types and definitions, words and phrases have the meanings as defined in this section unless another meaning is clearly apparent from the context:

16-05-01 Sign Types

1. Awning sign: An on-site sign attached to or painted on an awning.
2. Changeable copy sign: A sign which, in part or whole, provides for periodic changes in the copy of the sign.
3. Construction sign: An on-site temporary sign for a project under construction, listing the name of the project and other allowable information.
4. Detached canopy sign: An on-site sign attached to or painted on a detached canopy.
5. Development sign: A temporary sign which identifies a development in progress.
6. Directional sign: An on-site sign that includes traffic information for drivers and pedestrians.
7. Directory sign: An on-site sign listing only the names and locations of the businesses or activities within a building or a multi-tenant development.

Electronic Message Display: An electronically activated changeable message sign that utilizes variable message and/or graphic presentation capabilities and can be electronically programmed.
8. Electronic message sign: A sign that permits the movement or frequent changing of messages by means of electronically controlled sign copy.
9. Entry-way monument sign: A freestanding sign identifying the entrance to a residential development, resort facility, subdivision, town-house complex, or a commercial plaza or district.
10. Freestanding pole sign: A sign which is supported by one or more columns, uprights or braces in or upon the ground but does not include billboards.
11. Governmental sign: A sign installed or required by a public agency. For example; traffic and public information signs.
12. Grand opening banner: An on-site temporary sign advertising the opening of an establishment, expansion or change of ownership of a commercial enterprise.
13. Incidental sign: An accessory wall sign identifying or advertising on-site business associates, products, services or facilities.
14. Kiosk sign: A structure on which off-site subdivisions, apartment and community signs may be mounted. Each kiosk shall not exceed eight feet in height and five feet in width. Each kiosk shall contain no more than six signs and no less than two signs. The "header" of the kiosk shall be painted with the words "Town of Marana". Each panel shall not exceed nine inches in height and five feet in width. Lettering styles may be in accordance with the logo of the identified subdivision. Each sign may contain the following information: Name of the project, developer logo and a directional arrow.
15. Menu board: An on-site sign displaying the bill of fare of a drive-through or drive-in restaurant.
16. On-site subdivision sign: An on-site temporary sign located at the entrance to a subdivision advertising that the development currently has lots or units for sale.

17. Political Sign: A sign relating to the election of a person to a partisan or non-partisan office, a sign relating to a political party, or a sign relating to a matter to be voted upon at an election called by a public body.
18. Portable sign: An outdoor temporary sign not designed to be permanently attached to the ground or a structure, including but not limited to, "A"-frame signs, PVC signs, and sandwich board signs.
19. Projecting sign: An on-site sign attached to and extending more than twelve inches from a structure not designed exclusively for the support of the sign.
20. Real estate property sign: An on-site temporary sign advertising that the property is currently for sale, rent or lease.
21. Residential sign: A sign on which is displayed the name and/or address of the occupant.
22. Service club sign: An off-site sign displaying logos, names and accessory information of service clubs such as the Lions International, Kiwanis International, Rotary International, and similar clubs organized as nonprofit corporations and established to serve the social and welfare needs of the community.
23. Shingle sign: A sign which identifies a business or activity whose front is under an extended roof (e.g. an overhang), a covered walkway, a covered porch, or the like.
24. Subdivision directional sign: An off-site temporary sign directing buyers to a subdivision that currently has lots or units for sale.
25. Temporary sign: A sign that is not permanently mounted and is intended to be displayed at the site for a limited period of time.

Temporary Qualifying Event Directional Sign: A temporary sign intended to direct pedestrians, motorists, and other passerby to (i) any assembly, gathering, activity, or meeting sponsored, arranged, or promoted by a religious, charitable, community service, educational, or other similar non-profit organization, or (ii) a small scale commercial or quasi-commercial event taking place within a residential zoned neighborhood such as a residential open house event, a garage sale, and similar events that traditionally occur on a residential property and are of a temporary nature. These provisions shall not apply to mobile vendors.
26. Time and temperature sign: An on-site sign displaying the current time and temperature.
27. Traffic directional sign: A sign whose purpose and placement is solely to define and streamline the flow of vehicular and pedestrian traffic so as to minimize congestion and promote safety.
28. Vehicle sign: A sign with identification or advertising sign copy on a vehicle or trailer parked for the primary purpose of functioning as a sign.
29. Wall sign: A sign attached to, painted on, or erected against a wall of a building or structure with the face of the sign in the plane of the wall or on a surface parallel to the face of the wall and does not extend above the roof, parapet, or building facade.
30. Window sign: An on-site sign inside of or painted on a window, intended to be seen from the outside.

16-05-02 Definitions

1. Abandoned sign: A sign which advertises, identifies or gives notice of a business which is no longer in operation or an activity which has already occurred. A permanent on-site sign that applies to a temporarily suspended business shall not be deemed to be abandoned unless the suspension exceeds three (3) months.
2. Accessory wall sign: An on-site sign attached to or painted on a building or tenant space wall, mansard or other vertical building surface, excluding the main wall identification sign. Examples of accessory wall signs include but are not limited to the following; menu board, awning, changeable copy directory, directional, incidental, projecting, suspended, time and temperature and permanent window signs.
3. Advertising: A sign which primarily lists products sold or services offered, or products manufactured on the premises.
4. Awning: A shelter or cover projecting from and supported by an exterior wall of a building.
5. Building facade: The portion of any exterior elevation of the building extending from grade to the top of the parapet wall or eaves and the entire width of the building.
6. Building frontage: The measurement between two (2) straight lines projecting from the outermost edges of a building or tenant space wall, that are perpendicular to a straight line running along the ground level of the front of the measured wall.
7. Detached canopy: A freestanding building without walls but with columns and a roof covering one (1) or more gasoline pumps or drive-through stalls.
8. Development complex: A site, having common vehicular access points, which is subject to a development plan.
9. Grand opening: An open-house type introduction, promotion, announcement of a new business, store, shopping center, office or of an established business changing ownership.
10. Ground level: The finished grade of existing sidewalks or, where there is no sidewalk, six (6) inches above street grade. In native terrain, ground level is the mean level of the area immediately around the sign.
11. Indirect lighting: A source of external illumination located a distance away from the sign, but which is itself not visible from any normal position of view.
12. Internal lighting: A source of illumination entirely within the sign which makes the contents of the sign visible at night by the light being transmitted through a translucent material but wherein the source of the illumination is not visible.
13. Landscaped ratio: The relationship between the landscape area surrounding a sign and the sign area.
14. Maintenance: The replacing or repairing of a part of a sign made unusable, unsafe, or unattractive by ordinary wear, tear, or damage beyond the control of the owner, or the repainting of an existing sign without changing the working, location, composition or color of said sign.
15. Multiple-tenant building: A structure which houses or is intended to house a variety of separate business activities.

16. Non-conforming sign: Any sign which does not conform to the provisions of this Title, but which, when first constructed, was legally allowed by the Town of Marana or the political subdivision then having control over signs.
17. Open house: A dwelling or office space which is for sale or for lease to which the public is invited for walk-in inspection.
18. Outline lighting: The outlining of a building by artificial lighting.
19. Permanent sign: Any display of letters, of numeral, symbols and/or insignia that is intended to be displayed for an indefinite or long-lasting period and the lettering or message of which is intended to remain essentially unchanged except for maintenance against normal effects of exposure to weather.
20. Residential Area: Property which is predominantly used or currently zoned for persons residing in single family dwellings, apartments, condominiums, townhomes, mobile homes and manufactured homes.
21. Right-of-way: A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, or for another special use. The usage of the term "right-of-way" for sign location purposes shall mean that every right-of-way hereafter established and shown on a final plat or dedicated by separate instrument is to be separate and distinct from the lots or parcels adjoining such right-of-way. (Typical right-of-way widths range from 36-feet to 150-feet depending on location, contact the Town of Marana when unsure of the dedicated width)
22. Roof line: The top edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette.
23. Setback: The shortest straight line distance in feet from the nearest property or lot boundary to a main or accessory building, structure, sign, or the like located on the same property or lot.
24. Sign: Any display of any letter, numeral, figure, emblem, picture, outline, character, announcement, or means whereby the area made visible and for the purpose of attracting attention to make anything known, whether such display be made on, attached to or as a part of a structure erected for that propose or on, attached to or as part of any other structure, surface or thing, including but not limited to all outdoor advertising on any card, cloth, paper, plastic, metal, painted glass, wood or stone, and any and all devices, structural or otherwise.
25. Sign structure: A freestanding wall, pole, pedestal or object erected for the purpose of supporting a sign.

16-06 GENERAL DEVELOPMENT STANDARDS

16-06-01 Scope

This article provides development standards for signs in the Town of Marana.

16-06-02 Measurement and Location Standards

- A. The sign area of a sign shall be measured in compliance with the following:

1. Area of attached sign means and is calculated as the entire area within a single continuous perimeter of up to twelve (12) straight lines enclosing and connecting the extreme limits of up to three message areas consisting of any writing, representation, emblem or any figure or similar character together with any material forming an integral part of the display or used to differentiate such display from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed unless such supports, uprights, or structures are designed in such a manner as to form an integral background of the display.
 2. Area of a detached sign means the entire area enclosing the extreme limits of representation, emblem or any figure or similar characters excluding the necessary supports or uprights on which the such sign is placed, unless such supports, uprights or structures are designed in such a manner as to form an integral background of the display. Where a sign has two or more faces the area of all faces shall be included in determining the area of the sign, except where two such faces are placed back to back and are at no point more than two feet from one another. The area of the sign shall be taken as the area of one face if the two faces are of equal area or as the area of the larger face if the two faces are of unequal area.
- B. Sign height measurement: The sign height is measured as the vertical distance from the average finished grade beneath the sign to the topmost feature of the sign; except that if the sign location has an average finished grade lower than the adjoining grade of the road, the sign height is measured from the top of the curb (or crown of the road nearest the property if no curb exists) to the topmost feature of the sign.
- C. Clearance measurement: Clearance is measured as the shortest vertical distance between the underside of the sign and the average finished grade beneath the sign.
- D. Setback measurement: Setback is measured from the edge of the sign structure closest to the property lines.

16-06-03 Address Identification

- A. All residential and commercial buildings are assigned address numbers and shall display that number.
- B. The following standards for address identification shall be implemented:

Use Type	Minimum Height Size
Commercial	15 inches
Primary	3 inches by entrances
Suite Spaces	6 inches on overhang
Apartments	15 inches
Building	3 inches
Apartment Number	3 inches
R.V. and Manufactured Home Park	3 inches for space designation

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Entrance Signs	15 inches
Directional Signs	6 inches

- C. Names of streets, drives, circles, complexes, condominiums, etc., shall be identified.
- D. At least one (1) sign visible from the street shall contain the street address of the development complex in numerals at least three (3) inches tall.
- E. The site address may be included in the sign copy of a freestanding identification sign.
- F. The sign area allotment which exceeds sixteen (16) square feet shall include the area for a street address.

16-06-04 Building Standards

- A. Building Code: All signs shall be designed and constructed in conformity with the adopted Town of Marana Building Codes.
- B. Permanent sign materials: All permanent signs shall be constructed using structural members of materials subject to approval of the Planning Director, and/or the Town Engineer and/or the Town Chief Building Official. Non-structural trim may be of wood, metal, approved plastics, or any combination thereof but they must meet the Town Code.
- C. Materials for temporary signs: Materials proposed to be used in constructing temporary signs shall be at the discretion of the fabricator but shall be stated in the application for the sign permit. Adequacy of the materials proposed from the standpoints of stability, safety, composition and color shall be subject to approval by the Planning Director and/or the Town Engineer and/or the Town Chief Building Official.
- D. Support requirements: The supporting members of all signs shall be free of any external bracing such as guy wires or cables. All supporting columns shall be designed as an integral or architectural feature of the building or sign structure.
- E. Electrical signs: An electrical sign shall be erected by an applicant that has registered, with the Town Building Department, its file number as an authorized manufacturer with Underwriters Laboratories, Inc., or by an applicant that has received an inspection approval by an inspection agency approved by the Town Chief Building Official and who meets the requirements of the current adopted Electrical Code.

16-06-05 Location

- A. All signs subject to the provisions of this Title shall be erected in such a manner so as to not:
 - 1. Obstruct any exits;
 - 2. Obstruct any door, window, or fire escape of any building or interfere in any way with persons moving freely through any door, window, or fire escape;
 - 3. Interfere with or confuse traffic;

4. Present any traffic hazard;
 5. Obstruct the view of a motorist entering or exiting a road from a parking area, alley or other vehicular access point; or
 6. Project over any public sidewalk, street, alley, or Town right-of-way.
- B. A sign shall not be located in the following areas:
1. Rights-of-way or public property, except as permitted by this Code;
 2. Within the sight visibility triangle;
 3. Within twenty (20) feet of a street corner or so as to interfere with traffic visibility across the corner;
 4. In a location which obstructs the view of an authorized traffic sign, signal or device; or
 5. In a location which obstructs the view of a motorist entering a road from a parking area, alley or other vehicular access point.

0-06-06 Landscaping

- A. The base of all freestanding signs shall be integrated into a landscaped buffer and screening area. Such area shall comply with the following standards:

Sign Height	Planting Area	Minimum Width
1 – 10 feet	20 sq. feet	3 feet inside dimension
10 – 20 feet	40 sq. feet	5 feet inside dimension
20 feet and above	100 sq. feet	10 feet inside dimension

- B. The landscaped area shall conform to the Town's landscape requirements. A landscape and irrigation plan shall be submitted with the sign permit.
- C. The landscape design shall not permit plant or other materials to obstruct the visibility of the sign face from the street.
- D. Such landscaped area shall be maintained at all times.

16-06-07 Maintenance

- A. Signs shall be properly maintained in compliance with the following:
1. Defective or broken parts shall be immediately replaced; and
 2. Exposed surfaces determined by the Planning Director or the designee to be substantially deteriorated shall be replaced, painted or cleaned.
- B. A sign posing a safety hazard or a sign damaged to the extent of requiring a new building permit shall be replaced or repaired.

16-06-08 Illumination

- A. A sign shall comply with the standards set by the adopted Outdoor Lighting Code.

- B. No illumination of a sign is permitted in a rural or residential zone unless it is associated with a business or an office that remains open or is associated with medical or public services.
- C. All illuminated signs shall be turned off no later than 10:00 p.m., unless it is associated with a business or an office that remains open or is associated with medical or public services

16-06-09 Inspections

- A. Unless waived by the Planning Director and/or the Town Chief Building Official, all signs shall be subject to the following inspections as appropriate:
 - 1. Footing inspection on all freestanding signs;
 - 2. Electrical inspection on all illuminated signs;
 - 3. Inspection of braces, anchors, supports, and connections on all signs; and
 - 4. Inspection to insure that the sign has been constructed according to an approved application and sign permit.

16-06-10 Inconsistent Requirements

A sign subject to inconsistent requirements of any Federal, State or Town Statute, Ordinance or regulation shall meet the most restrictive requirement.

16-07 PROHIBITIONS

16-07-01 Prohibited Signs

- A. All signs shall be illegal in the Town limits of Marana except for the following:
 - 1. A sign allowed by this Title and not requiring a permit.
 - 2. A sign allowed by this Title for which a valid permit has been issued and is in force.
 - 3. A sign not allowed by this Title but which has been legalized by variance and proper permit.
 - 4. A sign allowed pursuant to a change in the principal use granted by a use permit as long as the proper permit is in force.
 - 5. A non-conforming sign as defined in definitions.
 - 6. Any sign whose permit renewal is delinquent for fourteen (14) days or more.
- B. Notwithstanding section 16-07-01, the following signs are specifically prohibited:
 - 1. A sign emitting visible matter or sounds (except a menu board or a lighted sign which meets the requirements of this Code and the Town Code).
 - 2. A sign on a permanent storage tank (except signs necessary to warn of danger).
 - 3. A sign resembling an official traffic sign.
 - 4. An abandoned sign.

5. A bench sign in a residential zone. No more than one (1) bench sign per bus stop in a non-residential zone.
6. A billboard.
7. A fixed balloon sign, except as permitted.
8. Flags, pennants, streamers or balloons, except where specifically permitted.
9. Flashing or moving lights, parts or sign.
10. More than six (6) pennants or flags on site on a pole which is no greater than twenty (20) feet in height.
11. An off-site sign, except those specifically permitted.
12. A portable sign, except those specifically permitted.
13. A sign attached to a utility pole.
14. A sign placed in the public right-of-way, except those specifically permitted.
15. A satellite dish containing sign copy.
16. A searchlight.
17. An electronic message board sign.
18. A statue used for advertising.
19. A temporary sign, except those specifically permitted.
20. A vehicle sign.

16-08 EXCEPTIONS

16-08-01 Signs Exempted from This Title

- A. The following signs shall be exempt from the application, permit and fee regulations of this Title, although an electrical or building permit may be required:
 1. A barber pole, provided it is attached to a wall, no more than eight (8) feet high and a maximum of three (3) feet in length.
 2. Six (6) or fewer flags attached to poles no greater than twenty (20) feet in height.
 3. Governmental signs.
 4. In addition to paragraph 2 above, one flag per property. The length of a flag shall be no greater than 1/4th the height of the flagpole. Flagpoles shall have the following maximum height:
 - (i) 25 feet when accessory to a residential use
 - (ii) In all other situations, the higher of:
 - (a) 30 feet, or
 - (b) 1.25 times the height of any building within 200 feet of where the flagpole is to be constructed, but in any event not to exceed 50 feet.
 5. A professional nameplate which meets the following requirements:

- (i) The maximum area does not exceed two (2) square feet; and
 - (ii) The sign meets the same setbacks as the main building setbacks per the underlying zone.
- 6. House numbers, nameplates and addresses with numbers or letters which are three (3) inches or less in height.
- 7. A memorial sign, tablet or cornerstone, not exceeding eight (8) square feet in area.
- 8. A non-commercial mural.
- 9. An off-premise temporary real estate open house or garage sale sign, in residential zones and subject to the following conditions:
 - (i) No more than six (6) off-premise open house signs shall be allowed for each residential open house;
 - (ii) No more than one (1) sign shall be allowed to be placed on any interior parcel and no more than two (2) on a corner lot (one per street frontage);
 - (iii) An off-premise open house sign shall only be displayed during daylight hours and shall be removed by 6:00 p.m. of the day of posting;
 - (iv) The sign shall be no larger than four (4) square feet and shall be located at a minimum of three (3) feet from the sidewalk, or five (5) feet from the right-of-way;
 - (v) The sign shall be no higher than three (3) feet;
 - (vi) The sign shall not be located within the Town's right-of-way;
 - (vii) An off-premise temporary real estate open house sign shall only be permitted in conjunction with an open house held for the resale of one single family residence, off-premise signs advertising the sale of more than one lot or more than two (2) dwellings constitute subdivision directional signs and shall be subject to those provisions;
 - (viii) Copy display on off-premise temporary real estate open house signs shall be limited to the words "Open House", the address of the property, the logo of the company, and a directional arrow; and
 - (ix) The sign shall carry the identity and address of the sign owner.
- 10. A "no trespassing" sign which does not exceed four (4) square feet in area.
- 11. A sign that is necessary to warn of a danger. The sign shall be of no greater height or size than is required to give the public adequate warning.
- 12. A sign that indicates access to persons with physical disabilities, which does not exceeds four (4) square feet in area.
- 13. A sign attached to a service station pump which, does not exceeds six (6) square feet in area.
- 14. An official notice of any court or public office and legal notices posted pursuant to law or ordinance.

15. A public, quasi-public and non-profit sign on or over public property permitted by special approval, with the written approval of the Town Engineer, subject to a Right-of-Way Permit.
 16. A special licensed sign on or over public property permitted by the Town Council by franchise, such as bus benches or trash receptacles.
 17. Seasonal decorations, greetings and displays, excluding advertising signs.
- B. Nothing contained in this section shall prevent the erection, construction, and maintenance of official traffic, fire or police signs, signals, devices and markings of the State of Arizona and/or the Town of Marana or other competent public authorities, or notices posted pursuant to law.

16-09 MISCELLANEOUS SIGNS

16-09-01 Nonconforming Sign

- A. This Title shall not apply to a sign, legally constructed with a valid permit, existing as of the effective date of this ordinance, which does not comply with this Title, except as provided below.
1. Change of use: A nonconforming sign shall comply with this Title before the issuance of a certificate of occupancy, issued due to a change of use.
 2. Damaged or destroyed sign: A nonconforming sign damaged to the extent of requiring a new building permit shall be replaced with a conforming sign.
 3. Relocation: A nonconforming sign shall not be relocated without compliance with this Title.
 4. Alteration: Reasonable repairs and alterations may be made to nonconforming signs provided however that in the event of any nonconforming sign is damaged and the cost of repair exceeds fifty (50%) percent of the cost to replace the sign, such cost to be determined by a competent appraiser, or in the event such sign is removed by any means, including an act of nature or calamity, such sign may be restored, reconstructed, altered or repaired only in conformity with the provisions of this Title.
 - (i) Exception: a nonconforming freestanding identification sign remaining in the same location may be altered as long as it complies with the following requirements:
 - 1) The maximum sign area may be the greatest of:
 - a) That is permitted in the zone;
 - b) Sixty-four (64) square feet in commercial or industrial zones only; or
 - c) Fifty (50%) percent of the area of the nonconforming sign;
 - 2) The maximum sign height may be the greatest of:
 - a) That is permitted in the zone; or
 - b) The height of the roof line of the tallest main building on the site;

- 3) All structural components and braces (such as pipes, angle iron, cables, internal or back framing) shall be concealed with a pole cover or architectural embellishment.

16-09-02 Landmark Sign

A sign erected prior to the effective date of this ordinance may be given the status of a landmark sign and shall be exempt from the regulations of this Title if the Town Council finds it has significant cultural or historical character as a landmark.

16-09-03 Sign Program

- A. Signs for businesses located within commercial or industrial centers, complexes or buildings designed for multiple occupancy shall be coordinated so that a consistent design theme is established and maintained.
- B. In accordance with the provisions herein, signs may be allowed in commercial and industrial districts as part of a comprehensive planned sign program, notwithstanding that such signs do not conform to all the specific regulations applicable to signs allowed pursuant to this Title.
 1. A planned sign program is an optional alternative to the general sign regulations intended to provide latitude in order to achieve variety and good design.
 2. A planned sign program shall be in substantial compliance with the general intent of these regulations but exceptions to general sign regulations may include, but are not limited to, the number of signs, height, location, sign area, and types of signs.
- C. Decisions of the Planning Director regarding review of a sign program shall be guided by the following principles:
 1. Fluorescent paints should be avoided;
 2. Light color copy over dark contrasting background panel is encouraged;
 3. The sign copy should not extend beyond the edge of the background area on which it is applied;
 4. The copy area of signs, including logos, emblems, crests and pictorial representations, should not exceed fifty (50%) percent of the background area on which it is applied;
 5. The base of each freestanding sign shall maintain a width of at least thirty-five (35%) percent of the sign's height and this base shall be landscaped in accordance with the landscaping regulations of the Town of Marana.
 6. That the proposed number of signs does not lead to an visual clutter for the site and that it is the minimum amount to identify the center, complex or buildings.
 7. The sign program shall include all signage (i.e. freestanding, wall, etc.) proposed for the center, complex or buildings.
- D. Applications for a planned sign program shall be made to the Planning Director in duplicate. The application shall be accompanied by the required fee(s). In addition the applicant shall submit, in duplicate, the following documents:

1. A map (site plan) drawn to scale delineating the site proposed to be included within the planned sign program;
 2. Drawings and/or sketches indicating the exterior surface design details (elevations) of the buildings upon the site; and
 3. Drawings, drawn to scale, indicating the size, materials, method and intensity of illumination, height, color, sign area and general location of all signs proposed to be included within the planned sign program and all other proposed and existing signs.
- E. The Planning Director shall, prior to the approval of a planned sign program, make the following findings in regard to the design of the signs to be maintained upon the site:
1. Architectural style: The signs are designed with an intent and purpose to relate the signs to the architectural style of the main building or buildings upon the site; and
 2. Relationship to other signs: Each sign is related to all other signs maintained on the site by the incorporation of similar or identical elements, such as materials, letter style of sign copy, color, illumination, method used for structural support or attachment, and the shape of signs.
- F. The Planning Director, in his/her sole discretion, may attach appropriate and reasonable conditions to any approval of the planned sign program, including but not limited to, conditions which alter sign configurations, reduction of the sign area, relocation of signs upon the lot or buildings, or any other design modifications. The Planning Director may decline to take action to approve, deny or conditionally approve any such program and, in lieu thereof, refer a recommended action to the Planning Commission for decision.
- G. The decision of the Planning Director may be appealed to the Planning Commission in accordance with provisions of section 16-10-2 or, in the absence of such appeal, the determination by the Planning Director shall be final.

16-09-04 Political Sign

- A. Temporary election signs, which support candidates, issues, or any other means on the ballot of primary, general or special elections are allowed by Arizona Revised Statutes, Section 16-1019 in all zoning districts upon the application of a blanket permit which shall apply to any election signs erected within the Town boundaries, except those exempt under section 16-10-01 (C) (2). The individual or organization erecting the sign shall file with the Planning Director or their designee a sign permit application designating the name, address and telephone number of the individual responsible for the installation and removal of the signs.
- B. The sign shall not be placed in a location that is hazardous to public safety, obstructs clear vision in the area or interferes with the requirements of the Americans with disabilities act.
- C. The signs may be displayed during the period commencing 60 days before the election and ending 15 days after the election.

- D. Each sign may have a maximum area of 16 square feet, if the sign is located in an area zoned for residential use, or a maximum area of 32 square feet if the sign is located in any other area.
- E. The signs shall not be greater than ten feet in height from grade.
- F. The signs shall not be illuminated.
- G. Such signs shall not be placed on utility poles or any authorized traffic sign, signal or device.
- H. A blanket permit fee in an amount established by a fee schedule adopted by the council and amended from time to time is required for political signs authorized by this section.
- I. Any and all violations of this section shall be subject to the penalty provisions contained in this Title.

16-10 PERMITS, REVOCATION AND APPEALS

16-10-01 Permits

- A. Any property owner or authorized agent who possesses an authorized letter from the owner of the property on which the sign is to be installed may apply for a sign permit.
- B. The applicant shall submit to the Planning Director or their designee the following information:
 - 1. The following information as required by the Planning Director:
 - (i) A site plan for freestanding signs, including a north arrow, a legal description, dimensions of the required setbacks and location of the property lines, buildings frontages, roads and proposed signs;
 - (ii) A description, in the form of a sketch, of signs attached to a building, a building wall, building frontage and proposed and existing signs with their sign areas; and
 - (iii) A sign description in the form of a sketch of the proposed sign, showing the sign area dimensions, structural supports, height, clearance, copy, illumination, colors and materials.
 - 2. Signs which are to be illuminated electrically shall require a separate electrical permit in conformity with the Town Electrical Code, which shall be issued by the Town's Chief Building Official.
- C. A permit is not required for the following signs or sign alterations, but all such signs and alterations shall be subject to all pertinent provisions of this section:
 - 1. Signs required by this Title as listed in article 16-8;
 - 2. A single sign no larger than four square feet exhibited by the owner or tenant of a parcel or premises and which is located on the parcel or premises;
 - 3. Repainting without changing wording, composition, or colors;
 - 4. Non-structural repair other than electrical repair;
 - 5. Relocation of a sign as required by Town; and

- 6. A window sign, non-illuminated and having an area of four square feet or less.
- D. Every permit issued under this Title shall become null and void, if the work authorized by such permit is not completed within 90 days from the date of issuance of such permit. If a permit expires before the work is completed, a new permit shall first be obtained and the fee shall be one-half of the amount required for a new permit for such work, provided no changes have been or will be made in the original plans and specifications for such work.
- E. Approval of the sign permit shall be at the discretion of the Planning Director or their designee and such approval shall be required for all signs, with the exception of those signs that are specifically exempted by this Title.
- F. A denial of a sign permit by the Planning Director may be appealed to the Planning Commission pursuant to section 16-10-02.
- G. Permits for temporary signs shall be issued by the Planning Director only when the sign is specifically allowed by this Title. Temporary sign permits shall be issued and renewed only for periods of six (6) months. Subdivision signs may be allowed until the last residence is sold. Temporary signs shall be permitted in all zones unless otherwise specified.

16-10-02 Appeals

- A. Once the Planning Director has rendered a written decision per this Title or issued a notice of action per this Title, the aggrieved person may appeal the decision or action of the Planning Director by submitting a written appeal to the Planning Commission within ten (10) days of the decision or action of the Planning Director. The Planning Commission will act and render a decision on this appeal within forty-five (45) days. If no appeal is made within ten (10) days, the decision or action of the Planning Director shall be final.
- B. Either the aggrieved person or the Planning Director may appeal the decision of the Planning Commission to the Town Council. Such appeal must be made in writing to the Town Clerk within five (5) working days of the decision by the Planning Commission. When such a notice of appeal has been submitted to the Town Clerk, it will be brought before the Town Council at the Town council's next available regular meeting as a regular agenda item, classified as new business. The Town Council may then confirm or modify or reverse the decision of the Planning Commission. Any motion to modify or reverse the decision of the Planning Commission shall contain the explicit reasons therefore. If the Town Council takes no action on the matter, the decision of the Planning Commission shall be final.

16-10-03 Revocation of Permit

- A. The Planning Director has the authority to revoke any permit if the sign authorized by the permit has been constructed or is being maintained in a manner inconsistent with or at variance to the permit.
- B. Notice of the Planning Director's decision to revoke a sign permit shall be served upon the holder of the permit in one of the following manners:
 - 1. By personally delivering a copy of the notice to the holder of the permit, or to one of its officers;

2. By leaving a copy of the notice with any person in charge of the premises; or
 3. In the event that no such person can be found, by affixing a copy of the notice in a conspicuous position at an entrance to the premises or at the sign and another copy sent by certified mail addressed to the last known post office address of the holder of the permit.
- C. The notice shall state the reasons and grounds for revoking the permit, specifying the deficiencies or defects in such sign with reasonable definiteness, and the violations charged. Such notice shall specify what repairs, if any, will make such an installation conform to the requirements of this Title, and shall specify that the sign must be removed or made to conform with the provisions of this code within the notice period of thirty (30) days. This notice shall be known as a non-compliance notice.
- D. The holder of the permit may appeal the decision of the Planning Director to the Planning Commission pursuant to section 16-10-02.
- E. If no appeal has been made by the end of the fourteen (14) day appeal period, then the permit is revoked and the sign is illegal and the Planning Director then shall initiate the removal of the illegal sign.

16-11 [RESERVED]

16-12 WAIVERS

16-12-01 Waivers Generally

- A. A waiver to the setback requirements for freestanding signs may be granted by the Planning Director when there exists an unnecessary hardship substantially limiting the preservation of property rights and it does not conflict with any additional requirement (i.e. site visibility triangle, fall zones, etc...) and;
- B. A waiver shall not be granted unless:
1. The strict application of this Title creates an unnecessary hardship limiting the use of the property such as obscuring the sign face, reducing the required number of parking spaces, obstruction of an access point or creating a similar problem caused by a physical condition that is unusual or peculiar to the property;
 2. The waiver is the minimum necessary to afford relief;
 3. The waiver will not adversely affect the rights of surrounding property owners; and
 4. The waiver will comply with all other requirements of this Title.

16-12-02 Submittal Requirements

- A. The petitioner shall submit a site plan showing required setbacks, landscaping, the conditions that will result from the proposed waiver, and a written statement explaining the need for a waiver.

- B. If the sign is proposed to be set back ten (10) feet or less from a common lot line, the petitioner shall obtain a signed and notarized letter from the adjoining property owners consenting to sign an agreement to be recorded with the Town Clerk before final approval for the proposed waiver is given by the Planning Director.

16-12-03 Action by the Planning Director

The Planning Director or their designee shall review all the submitted information and provide a written response to the petitioner of the action. The response shall state the reasons for the decision if a request for a waiver is denied.

16-12-04 Appeals or Referrals

- A. The decision of the Planning Director may be appealed to the Town Council.
- B. The Planning Director may refer any waiver request to the Board of Adjustments.

16-13 ENFORCEMENT

16-13-01 Seizure of a Prohibited Temporary Sign

- A. The Planning Director or their designee shall seize a prohibited temporary sign after proceeding as follows:
1. If the sign is within the right-of-way of a State or Town road, the Planning Director or their designee may seize the sign after confirming through the appropriate authority that the sign is in the right-of-way and no permit exists to allow said sign;
 2. If the sign is not within the right-of-way of a State or Town road, and no permit exists to allow said sign, the Planning Director or their designee shall give notice that the sign violates the provisions of this Title. The notice shall:
 - (i) Specify the Town's Land Development Code provision being violated;
 - (ii) Specify the date by which compliance must occur, allowing a reasonable time for compliance;
 - (iii) Explain the right to a hearing; and
 - (iv) Be posted on the sign or in a conspicuous place on the property.
 3. The seizure shall occur after the compliance date specified in the notice.
 4. At any time before the date of compliance, the party responsible for the prohibited sign may request a hearing before the Planning Commission. At the conclusion of the hearing, if the Planning Commission determines that the sign is prohibited, the party responsible for the sign shall remove the sign within twenty-four (24) hours of the Planning Commissions' decision. If it is not removed the Planning Director or their designee shall seize the sign.

16-13-02 Removal of Signs

- A. The cost of removal of a temporary sign by the Planning Director or their designee shall be borne by the party responsible for the erection and/or maintenance of the

prohibited sign. An action for recovery of costs may be brought by the Town Attorney upon certification of costs by the Planning Director or their designee.

- B. The Planning Director is authorized to cause the immediate removal or repair of any sign or signs found to be unsafe or defective to the extent that it creates an immediate hazard to persons or property.
- C. A sign seized by the Planning Director or their designee may be redeemed by the owner of the sign upon payment of all costs incurred by the Town for removal and storage of the sign. If not redeemed within thirty (30) days of seizure, a sign shall become Town property and may be sold or otherwise disposed of as provided by law.

16-14 DEVELOPMENT STANDARDS BY SIGN TYPE

16-14-01 Scope

This article provides development standards for various sign types.

16-14-02 Wall Sign

- A. Agricultural zones or uses: Wall signs facing a dedicated street shall not exceed one (1) square foot for each lineal foot of building frontage and the sign shall not exceed thirty-two (32) square feet.
- B. Multi-family zones:
 - 1. One (1) wall sign is allowed for each street frontage subject to the following requirements:
 - (i) A maximum of fifteen (15) square feet of sign area for buildings with a width of thirty (30) feet or less;
 - (ii) Buildings over thirty (30) feet in width shall be allowed an additional one (1) square foot for each foot over thirty (30) feet to a maximum of thirty (30) square feet;
 - (iii) In cases of more than one (1) building on the property, the area of the sign shall be based on the lineal frontage of the building on which it is placed; and
 - (iv) Only the name and address may be placed on the building.
 - 2. A one and one half (1½) square foot sign designating the location of the manager's office may be placed on or near the main entrance to the units. Such sign may be attached to the dwelling or incorporated in the design of the freestanding sign but the maximum square footage of the freestanding sign shall not be increased to accommodate such sign.
- C. Commercial and Industrial zones:
 - 1. Each business shall be allowed an area of one and one-half (1½) square foot of signage per lineal foot of the building frontage, to a maximum of 200 square feet. The signage shall be located at the main entrance or facing a dedicated street, alley or facing on-site parking areas for five (5) or more cars and walkways, a minimum of ten (10) feet in width to a maximum of three sides, with each side being calculated independently.

16-14-03 Freestanding Pole Sign

- A. Agricultural zones or uses: One freestanding sign not exceeding eight (8) square feet in sign area and ten (10) feet in height shall be allowed and the sign shall comply with a ten (10) foot front setback.
- B. Multi-family zones:
1. One (1) freestanding sign may be used in lieu of one wall sign.
 2. Through lots will be allowed an additional freestanding sign if the frontage is used for access.
 3. Only the name and the address may be placed on the sign except the vacancy status and location of the manager's office may be placed on the sign if desired, as part of the sign.
 4. The maximum height of any sign allowed by this subsection shall be five (5) feet.
 5. The maximum sign area shall be twelve (12) square feet, except an additional two (2) square feet may be added for the vacancy status.
 6. A separate freestanding vacancy sign, a maximum of three and one-half (3½) feet in height and two (2) square feet in area, may be used if no other freestanding exists on the property; otherwise, the sign shall be placed on the building.
- C. Commercial and Industrial zones:
1. A sign may contain one (1) square foot of area for each lineal foot of street frontage but shall not exceed one hundred-fifty (150) square feet. In the case of corner lots or through lots, only the frontage the sign is oriented to shall be counted toward the allowable sign area.
 2. The maximum height of any sign allowed by this subsection shall be twenty (20) feet .
 3. The minimum ground clearance of any sign allowed by this subsection shall be eight (8) feet.
 4. A sign shall not be permitted to project into the public right-of-way or within the visibility sight triangle.
 5. A sign shall comply with a ten (10) foot setback from all interior property lines, which may be reduced with an approved sign program pursuant to section 16-9-3.
 6. Only the name of the commercial complex and four (4) tenant signs, or a total of five (5) tenant signs may be displayed on the sign. Where the sign is used to identify the name of the complex or a major tenant, the sign shall be designed to identify proposed tenants up to the maximum herein. The minimum sign area allocated for each tenant shall be four (4) square feet.
 7. Corner parcels containing five (5) acres or more shall be allowed one (1) freestanding sign on each street frontage on a major or collector street and shall be spaced at intervals of not less than three hundred (300) feet apart and located in the front one-third (⅓) of the frontage. Such signs shall not face the side of any adjoining lot in a residential zone.

16-14-04 Ground (Monument) Sign

- A. A low-profile ground sign may be used in place of a freestanding pole sign.
- B. Commercial and Industrial Zones:
 - 1. The maximum height of any sign allowed by this subsection shall be eight (8) feet.
 - 2. The maximum sign area shall be forty (40) square feet.
 - 3. A sign shall comply with a five (5) foot setback from all streets and a ten (10) foot setback from all interior property lines which may be reduced with an approved sign program.
 - 4. The sign shall not be permitted to project into the public right-of-way or within the visibility sight triangle.
 - 5. Only the name of the commercial complex and four (4) tenant signs or a total of five (5) tenant signs may be displayed on the sign. Where a freestanding pole sign is used to identify the name of the complex or the major tenant, the sign shall be designed to identify proposed tenants up to the maximum number allowed herein. The maximum sign area allocated for each tenant shall be not less than ten (10) square feet.
 - 6. A sign structure shall be designed to be architecturally compatible with the main building and constructed with the same or similar materials.

16-14-05 Screening Wall or Fence Sign

- A. A sign on a screening wall or fence used as screening of a parking area may be used in lieu of a freestanding pole sign.
- B. Multi-family zones:
 - 1. One (1) sign may be placed on a structure used for screening of a parking area in lieu of a wall or freestanding sign subject to the following conditions:
 - (i) Only the name and address may be placed on the structure; and
 - (ii) The maximum area shall be fifteen (15) square feet.
- C. Commercial and Industrial zones:
 - (i) A sign may only denote the name of the principal business or the name of the commercial complex.
 - (ii) The maximum sign area shall be twenty-five (25) square feet.

16-14-06 Awning Sign

- A. No more than two (2) awning signs shall be permitted and no more than one (1) on each side of the building.
- B. The maximum sign area shall be twenty (20) square feet.
- C. The maximum sign height of any sign shall not exceed the roofline.
- D. Awning signs shall be calculated as part of the wall sign area allotment.

16-14-07 Changeable Copy Sign

- A. The total combined sign area for all changeable copy signs relating to a business shall not exceed eighty (80) square feet.
- B. No freestanding sign shall consist exclusively of changeable copy; however, changeable copy may be a component of a freestanding identification sign.
- C. The maximum height of any sign allowed by this subsection shall be fifteen (15) feet and shall not exceed the roofline.
- D. An accessory wall sign shall comply with the following:
 - 1. The maximum sign area shall be:
 - (i) Eight (8) square feet for movie marquees;
 - (ii) Twenty (20) square feet except the wall sign area allotment for incidental signs may be transferred to permit up to forty (40) square feet of changeable copy sign area for commercial uses; and
 - (iii) All changeable copy signs shall be calculated as part of the wall sign area allotment.
 - 2. No more than two (2) accessory wall signs are permitted on any two (2) sides of a building.
 - 3. Up to four (4) incidental signs shall be counted as one sign.

16-14-08 Electronic Message Displays

- A. Electronic message displays are permitted for non-residential uses, subject to the permit process and the requirements of this section.
- B. An electronic message display shall be allowed as an integral component of a permitted on-site ground monument sign or freestanding pole sign.
- C. The electronic message component may occupy 50 percent of the total sign area for which a permit is issued, up to 40 square feet.
- D. Displays may be full color and shall consist only of static messages that change not more frequently than once every 30 seconds. Messages must transition by instant change method. Scrolling, travelling, flashing, full-motion video, use of sound, and similar operational effects are prohibited.
- E. All electronic message displays proposed to face, directly or indirectly, an existing residential use shall be located a minimum distance of 150 feet from the property line of such residential use.
- F. All electronic sign displays shall comply with the Town of Marana Outdoor Lighting Code in effect at the time the sign permit is issued.
- G. All proposed electronic message displays shall be in compliance with all applicable federal and state laws and regulations. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.

16-14-09 Incidental Sign

- A. No more than two (2) accessory wall signs are permitted on any two (2) sides of a building.
- B. The maximum area of any sign allowed by this subsection shall be twenty (20) square feet per building frontage, except that the sign area allotment for a changeable copy sign may be transferred to permit up to forty (40) square feet of incidental sign area.

16-14-10 Menu Board

- A. A sign shall be positioned so as not to be readable from a street.
- B. A sign shall not have a two-way speaker, which is audible from an adjoining residential zone.

16-14-11 On-site Subdivision Sign

- A. Sign copy may contain the subdivision name and any four of the following items of information:
 - 1. The name of the developer;
 - 2. The price;
 - 3. The residential type;
 - 4. The subdivision logo;
 - 5. The phone number for the subdivision; or
 - 6. The number of units.
- B. Copy changes relating to items such as sales price, phone or number of units are allowed without a new permit.
- C. The maximum area and number shall be as follows:
 - 1. Sixty-four (64) square feet per sign if two (2) signs are used; or
 - 2. One hundred twenty-eight (128) square feet if one (1) sign is used.
- D. The maximum height of any sign allowed by this subsection shall be twelve (12) feet.
- E. Illumination is not permitted.
- F. The first permit for an on-site subdivision sign is valid for a period of one (1) year and a maximum of three (3) one (1) year renewal permits may be granted.
- G. All signs shall be removed upon termination of an active on-site sales program.

16-14-12 Service Club Sign

- A. A service club sign structure shall require a sign permit.
- B. The maximum height of any sign allowed by this subsection shall be fifteen (15) feet.
- C. A sign shall comply with a ten (10) foot setback from lot lines.
- D. The maximum number of logo signs shall be six (6) per sign structure.

- E. Illumination is prohibited.

16-14-13 Time and Temperature Sign

- A. A freestanding time and temperature sign shall be a component of a freestanding identification sign.
- B. A time and temperature sign shall not be located within six hundred (600) feet of another time and temperature sign, not including a swing hand clock mounted on a wall.
- C. No more than one sign is permitted per site.

16-14-14 Single-family Residential Name Signs

- A. A single family residence is allowed name plate signs.
- B. These signs are to identify the home by showing either the name of the family and/or the name of the home. These signs are allowed in addition to a street number sign.
- C. A name plate sign shall not exceed two (2) square feet in area.
- D. A name plate sign may be freestanding but the height of the sign shall not exceed five (5) feet.
- E. A name plate sign shall comply with a ten (10) foot setback from all property lines.

16-14-15 Mobile Home and RV Developments Sign

- A. There shall be only one (1) wall sign or single or double-faced freestanding sign designating the use of the premises facing or adjacent to each street abutting the property.
 - 1. The height of a freestanding sign shall not exceed eight (8) feet, measured vertically from the base at ground level to the apex of the sign.
 - 2. The total face area of all wall and freestanding signs, excluding directional signs, shall not exceed one-tenth (1/10) square foot for each linear foot of street frontage, and no sign shall exceed a maximum area of thirty-two (32) square feet.
- B. One directional sign, not to exceed ten (10) square feet in area, may be placed at each entrance or each driveway.
 - 1. No such sign shall exceed a height of eight (8) feet measured vertically from the base at ground level to the apex of the sign.
 - 2. Directional signs may be lighted.

16-14-16 Temporary Tract Sign

- A. For any subdivision there may be one (1) indirectly-illuminated tract sign for each principal entrance to the subdivision advertising the sale of dwelling units or lots on the same premises or subdivision on which the sign is maintained.
 - 1. The maximum sign area of any sign allowed pursuant to this subsection shall be limited to two hundred (200) square feet, and the maximum height of any sign

allowed pursuant to this subsection shall be twenty (20) feet for subdivisions with five (5) lots or more.

2. For subdivisions with four (4) or less lots, the man made sign area shall be limited to thirty-two (32) square feet and the maximum height of any signs shall be eight (8) feet.
 3. A sign shall be removed within ten (10) days after the sale of all the homes within the subdivisions or sooner, subject to staff review.
- B. Additional signs may be located on a model home site, subject to the following requirements:
1. Temporary signs may advertise the features within a model home on the lot where such signs are located;
 2. No more than two (2) signs totaling twelve (12) square feet for each model home in the subdivision shall be used; and
 3. All signs shall be removed upon sale of the model home or discontinuance of said use.

16-14-16 Shingle Sign in Commercial and Industrial Districts

- A. A shingle sign is a sign, which identifies a business or activity whose front is under an extended roof (e.g. an overhang), a covered walkway, a covered porch or the like.
- B. A shingle sign may be placed perpendicular or parallel to the street.
- C. One perpendicular and one parallel sign shall be allowed for each business front and shall be adjacent to the business, which is identified.
- D. A sign shall be suspended from a roof overhang, covered walkway, or covered porch. No part of a suspended sign shall extend beyond the edge of the over-hang.
- E. A sign placed parallel to the street may be attached to the fascia, provided no part of the sign extends above or below the fascia.
- F. A minimum clearance of six feet, eight inches (6' 8") shall be maintained beneath the sign.
- G. A sign shall state only of the name of the individual business, building, or building complex.
- H. The maximum size of a shingle sign shall be one (1) foot wide by five (5) feet long.
- I. No part of a shingle sign shall project beyond the marquee.
- J. Larger canopy signs facing a dedicated street or interior parking area may be used in lieu of a wall signs, subject to the approval of the Planning Director, and provided the signs do not exceed the maximum area permitted in the underlying zone for wall signs.

16-14-17 Fuel Price

- A. The maximum area of the fuel price shall be:
 1. 25 square feet when it is a component of a monument sign.

2. 40 square feet when it is a component of a freestanding sign.
3. 40 square feet when it is attached a fueling area canopy, provided that the fuel price shall be located on only one side of the canopy and shall not extend beyond the frame of the canopy.

B. The fuel price may be displayed electronically.

16-14-18 Theater Marquee

- A. Each theater shall be allowed to use changeable copy signs in addition to signs permitted in the underlying zone.
- B. The area of any sign allowed pursuant to this subsection shall not exceed sixty (60) square feet facing in any one direction, nor shall the total aggregate sign area exceed one hundred fifty (150) square feet.
- C. A drive-in theater marquee shall comply with the following requirements:
 1. A freestanding drive-in theater marquee sign shall not exceed two hundred and fifty (250) square feet in area or twenty-five (25) feet in height.
 2. Any sign allowed pursuant to this subsection shall comply with a twenty (20) foot setback from all property lines.

16-14-19 I-10 Freeway Interchange Business Sign

- A. The purpose of this subsection is to assist the I-10 Freeway traveler in safely identifying which I-10 Freeway interchange location provides retail business clusters serving the traveling public. Any sign erected pursuant to the provisions of this section relating to I-10 Freeway signage, is in addition to signs which are erected pursuant to other sign code provisions.
- B. The following definitions shall apply to this subsection:
 1. A high volume retail business serving the freeway traveler has at least one of the following motorist services: lodging, gas, vehicle repair, camping or food.
 2. I-10 Freeway interchange location shall mean property which meets all of the following requirements:
 - (i) The property is zoned to allow retail businesses;
 - (ii) The business property is located within four hundred (400) feet of the edge of the freeway right-of-way; or is located on the east side of the freeway, immediately adjacent to the railroad right-of-way;
 - (iii) The business property is located within five hundred (500) feet parallel to the freeway, measured from the edge of the right-of-way of the road intersecting the freeway; or is located on the east side of the freeway, immediately adjacent to the railroad right-of-way;
 - (iv) The business property fronts on either the freeway right-of-way, or the right-of-way of the roadway intersecting the freeway; or fronts the railroad right-of-way adjacent to the freeway right-of-way; and
 - (v) The interchange is serviced by an entrance ramp, an exit ramp, or both.

3. Utility and/or railroad easements: If the business of the applicant fails to meet any of the requirements as outlined above, due to utility and/or railroad easements, the Planning Director for the Town may authorize the issuance of the permit if the following requirements are met:
 - (i) The business property is zoned to allow retail businesses; and
 - (ii) The business property is separated from the freeway right-of-way only utility and/or railroad easements; and
 - (iii) The business property is located within five hundred (500) feet parallel to the freeway, measured from the edge of the right-of-way of the road intersecting the freeway; and
 - (iv) The business property would front on either the freeway right-of-way, or the right-of-way of the road intersecting the freeway if the utility and/or railroad easements were not present; and
 - (v) The interchange is served by an entrance ramp, an exit ramp, or both.
- C. At I-10 Freeway interchange locations, signage meeting the following specifications shall be permitted for a high volume retail business serving the freeway traveling public:
 1. Each business located at the I-10 Freeway interchange location shall be permitted on freestanding identification sign pursuant to this subsection, to be located within the I-10 Freeway interchange location, on the same parcel as the business is located.
 2. Any sign allowed pursuant to this subsection may not exceed three hundred (300) square feet in area. In the event the sign is not solid, and includes "cutout" areas, the sign area shall be measured by filling in all "cutout" areas, as if the sign were the dimensions of the outside edges of all characters or designs.
 3. Any sign allowed pursuant to this subsection may not exceed a height of sixty-five (65) feet above base grade.
 4. Any sign allowed pursuant to this subsection shall have a minimum clearance of ten (10) feet.
 5. Any sign allowed pursuant to this subsection shall have a zero setback from the freeway right-of-way or railroad right-of-way adjacent to the freeway right-of-way.
 6. There shall be a maximum of one (1) sign allowed pursuant to this subsection at each corner of the freeway intersection.

16-14-20 Directory Sign

- A. A directory sign located on an exterior elevation of a building shall be placed flat against the building and shall be located at or near an entrance to the building or an area restricted to pedestrian traffic only.
- B. Any sign allowed pursuant to this subsection shall have a maximum permitted area of ten (10) square feet.
- C. A directory sign shall not exceed the roofline.

- D. A freestanding directory sign not more than ten (10) feet in height and fifty (50) square feet in area may be allowed at the discretion of the Planning Director, who shall consider such factors as:
 - 1. The need for the sign;
 - 2. Whether or not a wall directory sign is practical; and
 - 3. Whether the sign would create a traffic hazard.
- E. A directory sign shall comply with a forty-three (43) foot setback from the front and side lot line except from a side lot line not adjacent to a street, the setback may be thirty (30) feet.
- F. A maximum of one (1) directory sign may be located at each entrance into a development.
- G. A directory sign may be illuminated by indirect lighting.
- H. A directory sign may have a maximum area of two (2) square feet for each business listed on the sign, and four (4) square feet for the name of the building or complex.

16-14-21 Entry-way Monument Sign

- A. An entry-way monument sign is a freestanding sign which identifies the entrance to a residential development, resort facility, a townhouse complex, an apartment complex or a similar development.
- B. The area of an entry-way monument sign shall not exceed forty (40) square feet, and no part of the sign shall exceed five (5) feet above grade level.
- C. The setback of an entry-way monument sign shall be at least one (1) foot from the right-of-way line or property line, whichever is greater.
- D. Within the appropriate area limitations, one sign on each side of an entry-way shall be allowed, but there shall be no more than two (2) signs for each entry-way monument.
- E. Any sign allowed pursuant to this subsection may be double-faced but only one (1) double-faced sign shall be allowed per entry.
- F. An entry-way monument sign may be illuminated.
- G. An entry-way monument sign shall be placed so as not to interfere with traffic in any way, to confuse traffic, or to present a traffic hazard.
- H. An entry-way monument sign shall contain the name of the subdivision, builder and/or facility only.

16-14-22 Traffic Directional Sign

- A. A traffic directional sign is one whose purpose and placement is solely to define and streamline the flow of vehicular and/or pedestrian traffic so as to minimize congestion and promote safety.
- B. A traffic directional sign is allowed only on the approval of the Planning Director and/or the Town Engineer.

- C. One (1) single or double-faced freestanding sign shall be permitted for each entrance or exit.
- D. The height of a traffic directional sign shall not exceed three (3) feet.
- E. The area of each face of a traffic directional sign shall not exceed four (4) square feet.
- F. A traffic directional sign may be illuminated.

16-14-23 Sign Boards and Buildings

- A. The Planning Commission shall have the discretionary authority to allow structures specifically designed to accommodate signs, such as information boards, kiosks and freestanding reader boards within pedestrian-oriented areas in shopping centers and complexes, provided the following conditions are met:
 - 1. The structure shall be architecturally compatible with the surrounding buildings and/or approved theme; and
 - 2. The structure is pedestrian-oriented only.

16-14-24 Public, Quasi-Public and Non-Profit Signs

- A. Churches, schools, community centers and any other public, non-profit or institutional building, in any zone, shall be allowed the following signs subject to the following requirements:
 - 1. Churches shall be allowed one (1) wall sign, not to exceed thirty (30) square feet in area and one (1) bulletin board or announcement sign, not to exceed twenty-four (24) square feet in area and ten (10) feet in height. Any bulletin board or announcement sign not attached flat against the building shall comply with a ten (10) foot setback from all streets.
 - 2. Other public non-profit and quasi-public uses shall be allowed one (1) wall sign, not to exceed thirty (30) square feet in area and a bulletin board or announcement sign not to exceed fifty (50) square feet in area and twelve (12) feet in height. Any bulletin board or announcement sign not attached flat against the building shall comply with a ten (10) foot setback from all streets.
 - 3. Public and quasi-public and non-profits special event signs are permitted subject to the following requirements:
 - (i) Churches and other public and quasi-public uses may request a permit for the temporary use of a sign announcing a special event. Wall or freestanding signs of paper, cardboard, plastic or fabric are permitted; provided, that the Planning Director finds that the copy, color, and design of the sign will not adversely affect the order, amenity, or residential enjoyment of the neighborhood in which it is located.
 - (ii) Special event signs shall be located on the premises of the institution or organization having the special event, or on private property with the owners permission and shall be not more than eight (8) feet in height, nor contain more than forty (40) square feet of sign area. The sign may be single or double-faced. Freestanding signs shall comply with ten (10) foot setback from any property line abutting upon a street right-of-way. One (1) sign shall

be allowed for each street frontage. All such signs must be soundly constructed and erected as well as neat in appearance.

- (iii) Upon application for a permit, the applicant shall submit a statement and diagram noting the nature of the special event, and indicating the location, size, copy and colors of the proposed sign. A permit for a special event sign shall be valid for no more than two (2) weeks, and shall be removed within two (2) days after the event has taken place; and not more than six (6) such permits shall be issued to any one institution or organization in a calendar year. A permit fee shall not be charged for such signs.

16-14-25 Signs for Unclassified Uses

Whenever sign standards or provisions have not been established for an unclassified use requiring the issuance of a conditional use permit, the Planning Commission may establish sign standards and provisions concurrently with the request for the conditional use permit.

16-14-26 Off-Premise Wayfinding Sign

- A. An off-premise wayfinding sign helps motorists find a non-residential destination located on a minor roadway.
- B. For purposes of this section, a minor roadway is any of the following:
 - 1. A road with no outlet other than another minor roadway.
 - 2. An easement access road.
 - 3. A dirt road.
 - 4. A road with fewer than 800 average daily trips.
- C. The owner of a non-residential destination may place off-premise wayfinding signs on one route between the non-residential destination and the location where the route intersects the first roadway larger than a minor roadway.
- D. One off-premise wayfinding sign is allowed at each major change of direction on the route chosen by the owner of the non-residential destination.
- E. An off-premise wayfinding sign may be single or double faced.
- F. An off-premise wayfinding sign shall not be placed within the public right-of-way.
- G. An applicant for an off-premise wayfinding sign permit shall provide the written permission of the owner of the property where the sign will be located.
- H. An off-premise wayfinding sign shall not be placed within 100 feet of a residence without the written permission of the owner of the residence.
- I. An off-premise wayfinding sign shall be located outside of the sight visibility triangle and roadway clear zone as determined by the Town Engineer.
- J. An off-premise wayfinding sign shall be a single sign panel of not larger than four square feet.
- K. Whenever possible, off-premise wayfinding sign panels for multiple non-residential destinations shall be displayed on a single sign structure.

- L. The highest point of the structure displaying one or more off-premise wayfinding sign panels shall not be higher than six feet.
- M. The lettering of an off-premise wayfinding sign shall be at least six inches in height
- N. An off-premise wayfinding sign may only display the name of the non-residential destination, a logo, the distance to the destination, and an arrow.
- O. An off-premise wayfinding sign shall not be illuminated.
- P. Off-premise wayfinding signs are exempt from the requirements of section 16-06-06 ("Landscaping") of this Title.

16-14-27 Development Sign

- A. A development may have one freestanding sign on each street which abuts the development and the sign must be placed on the property being developed.
- B. The text of a development sign may include the name of the development and/or subdivision, the name and phone number of the developer or his/her agent, tenants, opening date, the price range of units to be available, and information essential to contacting the developer or agent.
- C. The area of a development sign may not exceed 64 square feet, a sign may be single or double-faced and shall be located at least ten feet from the property line or right-of-way.
- D. The height of a development sign may not exceed eight feet.
- E. A development sign shall be allowed only if a grading permit, development plan, or subdivision plat has been approved for the site or a building permit has been issued for construction on the site.
- F. A development sign shall be removed within ten days after the completion of the announced development.

16-14-28 Developer, Contractor and/or Subcontractor Identification Sign

- A. A development and/or developer, contractor, subcontractor, and lender participating in building or construction work may be so identified by having the names of the respective firms displayed on a sign conspicuous to the public.
- B. All agencies or firms desiring to be identified shall be displayed on the same sign.
- C. One identification sign shall be allowed on each street which abuts the development and the sign must be placed on the property being developed.
- D. An identification sign shall have an area no larger than 40 square feet nor a height in excess of eight feet.
- E. An identification sign may be freestanding and may be single or double-faced.
- F. An identification sign shall be at least ten feet from the property line or right-of-way.
- G. An identification sign shall not be illuminated.
- H. The legend appearing on an identification sign shall be limited to identifying the firms contributing to the development. That is, in addition to identifying the developer, the sign may identify also the firms that provided the engineering and architectural work,

the firm(s) providing the primary source(s) of financing and the principal subcontracting firms.

- I. A identification sign shall be allowed only if a grading permit, development plan, or subdivision plat has been approved for the site or a building permit has been issued for construction on the site.
- J. An identification sign shall be removed within ten days after the work of the contractor or last finishing contractor has been done.

16-14-29 Temporary Qualifying Event Directional Sign

Editor's note: Marana Ordinance No. 2012.10, effective December 8, 2012, temporarily amended Section 16-14-29 to allow Temporary Qualifying Event Directional Signs to be placed within the Town of Marana right-of-way. This temporary amendment automatically terminates, sunsets, and is of no further force and effect on December 8, 2013.

1. A Temporary Qualifying Event Directional Sign may be placed within the Town of Marana right-of-way subject to the following conditions:
 - a. Up to eight Temporary Qualifying Event Directional Signs not exceeding six square feet in area per sign and not greater than 30 inches in height (above adjacent grade), may be located within the Town's right-of-way for the purpose of providing direction to a qualifying event. Signs shall only be displayed during the event and shall only be displayed between the hours of 7:00 am and 8:00 pm. Signs shall be removed by 8:00 pm on the day of the posting.
 - b. One sign may be placed at each major change of travel direction along the route to the qualifying event. One additional sign may be placed each mile between changes in travel direction.
 - c. Signs may be placed within the public right-of-way with a valid sign permit. Signs shall not be placed within a median, on a sidewalk, multi-use path, or pedestrian access ramp. Signs shall not be placed within rights-of-way under the jurisdiction of the Arizona Department of Transportation.
 - d. On curbed roadways, signs within the public right-of-way shall be placed no less than two feet from the back side of the curb and no less than two feet from a sidewalk or shared-use path. On roadways without curbs, signs shall be placed no less than six feet from the edge of the paved surface. In locations where shared-use paths exist, signs shall not be placed between the path and the paved surface of the roadway unless there is adequate distance to maintain a six-foot setback for the sign from the edge of the roadway and two feet from the path.
 - e. Sign assemblies shall be constructed of sturdy materials such as metal, wood, or plastic; however, shall not be constructed of materials or to a weight or rigidity that could present a hazard to traffic. Sign assemblies may not be fixed or anchored in the ground within the public right-of-way; however, they should be of sufficient weight and strength to withstand wind gusts, storms, etc. It is the responsibility of the sign owner to ensure that a sign is placed in such a manner as to avoid displacement during windy conditions, or creating a safety hazard to the public.

- f. Signs shall not be placed upon any other sign assembly, tree, light pole, traffic signal pole or controller cabinet, utility box, fences, walls, boulders, planters, vehicles, or any other structure.
- g. Signs shall be constructed of durable weather-resistant materials and be maintained in such a manner so as to remain free of chipped paint, cracks, loss of text or graphics, etc.

16-14-30 Holiday Oriented Merchandise Sales

A sign erected for holiday oriented merchandise sales shall be removed ten (10) days after the subject holiday.

16-14-31 Directional Sign

- A. A directional sign is one whose primary purpose is to indicate the route to be followed in traveling to the destination named on the sign. This type of sign is only available for residential developments.
- B. One (1) directional sign is allowed at each major change of direction plus one (1) per mile between changes in direction.
- C. No sign shall be placed within one hundred (100) feet of a property on which there is a residence without the written permission of the owner or the resident of the premises.
- D. A sign allowed pursuant to this subsection sign may be single or double-faced.
- E. The maximum area and height of a directional sign placed in the Town shall be:
 - 1. A sign allowed pursuant to this subsection shall be no larger than sixteen (16) square feet; and
 - 2. A sign allowed pursuant to this subsection shall be no higher than six (6) feet.
- F. A directional sign shall not be attached to any light standard, flag pole, or onto any other sign except as provided herein.
- G. A sign allowed pursuant to this subsection shall comply with a five (5) foot setback from the right-of-way.
- H. A directional sign may be indirectly illuminated.
- I. The text displayed on a directional sign shall be limited to the name and the distance to the condominium, subdivision and/or business.
- J. A sign permit with associated fees is required.

16-14-32 Real Estate Sign

- A. One (1) real estate sign designating the sale, rental or lease of real property shall be allowed.
- B. A sign allowed pursuant to this subsection shall comply with a maximum sign area as follows:
 - 1. Commercial, industrial, and agriculture zones, thirty-two (32) square feet;

- 2. Residential zones, sixteen (16) square feet
- C. No freestanding sign shall exceed six (6) feet in height
- D. Lots shall be allowed one (1) real estate sign on each street frontage.
- E. A freestanding pole sign shall comply with a ten (10) foot setback from all property lines.
- F. A real estate sign reflecting the vacancy status and availability of commercial or industrial space within a structure designed for multiple occupancy, whether through rental, sale or lease, shall be limited to a maximum sign area of sixteen (16) square feet. Not more than one (1) sign may be used facing a dedicated street. A real estate sign may be attached flat against the abutting or be part of a permitted freestanding pole sign if designed to be part of said sign and providing that the total sign area does not exceed the area permitted for a freestanding pole sign.
- G. A real estate sign no larger than four (4) square feet shall comply with the following:
 - 1. Real estate agencies or agents shall be obliged to have a valid blanket permit to exhibit a sign or signs no larger than four (4) square feet;
 - 2. Such permit constitutes authority to the holder to exhibit or place only one (1) sign, four (4) square feet or smaller, on each street on which the parcel of land or premises which the holder of the permit to be advertised abut;
 - 3. Such permits will be valid only for the year or part of the year in which the permit is issued; and
 - 4. Agency permits shall be renewed annually in order to preserve the agent's or agency's blanket authority to exhibit such signs.
- H. A sign allowed pursuant to this subsection must be placed on the property being sold, leased, or rented.
- I. A sign allowed pursuant to this subsection may be single or double-faced.
- J. A sign allowed pursuant to this subsection shall not be placed on the Town right-of-way.
- K. The illumination of any sale, lease, or rent signs is prohibited.
- L. A sign allowed pursuant to this subsection shall be removed within thirty (30) days after the purpose of the sign is fulfilled.

16-14-33 Warning and Instructional Sign

- A. Warning and instructional signs, including but not limited to, "No Trespassing" and "No Dumping" signs shall be allowed.
- B. Any sign allowed pursuant to this subsection shall have a maximum sign area of no more than four (4) square feet.
- C. A freestanding pole sign shall not exceed six (6) feet in height.
- D. A warning or instructional sign shall not be attached to any light standard, flag pole, or any freestanding pole sign.
- E. Any sign allowed pursuant to this subsection shall not be placed in any right-of-way and shall not be placed as to create a traffic hazard.

- F. Any sign allowed pursuant to this subsection shall not be located closer than one hundred (100) feet to a similar sign on the same parcel of land.

16-14-34 Window Sign

- A. A window sign larger than two (2) square feet in area is not allowed on or in a residence.
- B. In all commercial and industrial zones, the allowed area for window signs is in addition to the area permitted or approved for wall signs but the aggregate area of all window signs shall not exceed the total area allowed for wall signs or forty (40%) percent of the window area, whichever is more restrictive.
- C. Placement of a sign on the inside surface of a window or behind (inside) the window is permitted subject to the following conditions:
1. A window sign shall not be internally illuminated unless it is to indicate that the business is open for operation or indicating the business address and does not exceed three (3) square feet in area; and
 2. A sign permit shall be obtained for an internally illuminated window sign.

16-14-35 Temporary Promotional Special Event Sign

- A. A temporary promotional sign is permitted for any business, which contains appurtenant sign copy to promote the following special events: grand openings, change of business address, change of ownership or lessee, business anniversaries, and holidays.
- B. Any sign allowed pursuant to this subsection may consist of paper, cardboard, plastic or fabric.
- C. Any sign allowed pursuant to this subsection shall be located on the premises of the business having the special event and provided that the number and location of the signs shall not create a traffic hazard because of the destructive character to motorists of any sign or the cumulative effect of all the signs on the lot, nor shall any sign unreasonably obscure existing signs or adjacent properties.
- D. No limitation shall be placed on the area of a temporary promotional special event sign except that a sign shall not conflict with the provisions herein and only one (1) freestanding pole sign shall be allowed on each street frontage.
- E. Any sign allowed pursuant to this subsection shall not be more than eight (8) feet in height or contain more than forty (40) square feet of sign area.
- F. A grand-opening sign is a sign is one which gives direction to an open-house type introduction, promotion, announcement of a new business, store, shopping center, office, or of an established business changing ownership.
- G. A temporary special events sign permit shall be obtained and is subject to the approval of the Planning Director.
1. The location(s) and sign types shall be indicated on the permit.
 2. No more than eight (8) temporary special events sign permits shall be issued in a year.

3. Such permit shall only be valid for no more than two (2) weeks and shall not be issued within three (3) weeks of the expiration of the last same permit for each business.
- H. There shall be only one (1) grand-opening sign permitted per business.
- I. Flags, plastic, cloth or other non-rigid banners and pennants used to attract attention and/or for signs shall only be used in conjunction with an approved temporary special events sign permit and shall only be displayed for the duration of the valid sign permit.

16-14-36 Street Banner

A street banner may be used to announce Town events and approved non-profit (i.e. little league, Red-Cross, etc.) from three (3) weeks prior to the event to one (1) week after the event. The location, height and mounting of a street banner shall be approved by the Development Services Administrator.

16-14-37 Road Construction Area Sign

- A. An existing use located within a commercial or industrial zoning district and within an area subject to long-term or substantial roadway construction activity performed by the Town or other public entity or utility company may display on its premises one temporary road construction area sign along each adjacent street frontage.
- B. A temporary road construction area sign shall require a sign permit issued by the town.
- C. A temporary road construction area sign may be displayed for the duration of the construction activity, or as determined by the planning department.
- D. Each sign shall have a maximum sign area of 40 square feet.
- E. All signs shall be constructed of durable weather-resistant materials such as fabric, plastic, wood, metal, or similar materials as approved by the planning department, and shall be maintained in a manner so as to remain free of chipped paint, cracks, loss of text or graphics or other defects.
- F. A temporary road construction area sign shall not be placed upon any other sign assembly, utility pole, authorized traffic control device, utility box, fence, wall, boulder, tree, planter, vehicle, or similar structure.
- G. A temporary road construction area sign shall not be placed within public right of way.
- H. A temporary road construction area sign shall not be located above the roofline of any building on the premises.
- I. A-frames and similarly designed temporary signs shall be allowed subject to the following:
 1. Signs must be located within 20 feet of the entrance to the building which is owned, leased, or rented by the owner of the sign.
 2. Signs may only be displayed during daylight hours and must be removed and replaced each day.

3. Signs in the open position must not exceed a height of 40 inches and shall not exceed 30 inches in width.
4. Shall be placed at grade level, and in a manner that does not obstruct a sidewalk, pedestrian access way, parking area access lane, or a designated parking space.
5. Shall be placed so that a minimum of four feet of clearance is maintained for pedestrian access on all sidewalks and walkways.

16-15 PENALTIES

16-15-01 Violations of this Title

- A. Any person, firm, entity or corporation found to be in violation of any of the provisions of this Title shall be guilty of a civil infraction and subjected to a maximum fine of \$500.00 for each violation, in addition to any other civil penalties which may attach.
- B. Each sign and each day a violation continues shall be considered as a separate offense.
- C. When work for which a permit is required by this Title has begun before a permit has been obtained, the fees shall be doubled, but the payment of such double-fee shall not relieve any person from complying fully with the requirements of this Title in the execution of the work, or from any penalties prescribed herein.



MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 24, 2018, at or after 6:30 P.M.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Ronald Hill, Commissioner
Richard Miller, Commissioner
Bryan Schachter, Commissioner
Sharon Tyson, Commissioner

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. Chairman Schnee called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION/MOMENT OF SILENCE. Led by Chairman Schnee.

ROLL CALL. Commission Secretary Terri Byler called roll. Commissioner Tyson and Commissioner Miller were absent. A quorum was present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. *Motion to approve by Vice Chair Duncan, seconded by Commissioner Schachter. Passed unanimously.*

ANNOUNCEMENTS. Reminder that the Planning Commission serves as the Advisory Committee for the General Plan. The next scheduled meeting is November 14, 2018 at 6:30 pm in the 2nd floor conference center. (Jason Angell).

GENERAL ORDER OF BUSINESS. Approve Regular Planning Commission Meeting Minutes from September 26, 2018. *Motion to approve by Commissioner Fehrmann, seconded by Vice Chair Duncan. Passed unanimously.*

PUBLIC HEARINGS.

1. PCM1810-001: Amendment to Title 17 (Land Development) of the Marana Town Code, adding a new chapter (Chapter 17-10. Signs) replacing the current Title 16 (Signs) of the Marana Land Development Code. Recommendation to the Town Council for approval of an amendment to Title 17 (Land Development) of the Marana Town Code, adding a new chapter (Chapter 17-10. Signs) to replace Title 16. (Signs) in the Land Development Code. Chapter 17-10. (Signs) includes comprehensive revisions to the existing sign regulations. (Brian D. Varney).

Brian Varney noted some of the general revisions to the regulations include:

- Compliance with the 2015 Supreme Court decision in *Reed v. Town of Gilbert*.
 - develop a sign code that is content neutral and create time, place, and manner regulations
- Outdated terminology has been replaced with more contemporary standards
- Regulations have been simplified making the document more user friendly

Some regulatory revisions include:

- Planned Sign Programs (PSP) will require Planning Commission approval
- Freestanding interstate sign will require Planning Commission approval
- Standards added to encourage enhanced design of freestanding signs
- New regulations pertaining to temporary signage located in the Town's right-of-way
- Residential subdivision sign program has been created for home builders

“Sign-premises”:

- In residential areas, the sign-property plus adjacent right-of-way used by the sign-property owner under a license from the town
- In non-residential areas, the entire shopping center where the sign is located plus adjacent right-of-way used by the sign-premises owner, under a license from the town

“Exceptional Design Standards” for freestanding monument signs:

Freestanding monument signs will be allowed a 25% increase in area and height if the following criteria are met:

- The use of decorative materials such as brick, natural or simulated stone, decorative or treated wood, unpainted or unfinished metal, and similar materials on at least 50% of all surfaces of a sign structure, outside of the sign area, and the area of the sign structure equals or exceeds the sign area
- If at least 50% of the sign copy is placed in relief of the background and utilizes backlighting, the sign structure area may be reduced by 50%

Electronic message displays (EMD's) - Proposed

- Allowed for permitted freestanding monument signs and freestanding interstate signs
- May consist of up to 50% of the allowable sign area for a typical sign
- Drive-through signs may be entirely EMD
- Change rate decreased to 7.5 seconds

Temporary signs – New sign types - Proposed

- A-frame and T-frame signs allowed at one sign per business, and must be located within 30 feet of a building entrance
- Signs cannot exceed 12 square feet
- Inflatable and air activated signs may be used for three days per display period, twice per year

Temporary signs – Residential areas - Proposed

- Sign properties measuring one acre or less may display up to 9 square feet of signage with no limit to the quantity of signs
- Sign properties larger than one acre may display up to 16 square feet of signage with no limit to the quantity of signs
- No time limit for display

Temporary signs – Non-residential areas - Proposed

- Post signs
 - May be displayed at the beginning of the activity and removed within seven days after
 - No more than six signs per street frontage
 - Maximum 32 square feet and eight feet in height
- A-frame and T-frame signs allowed at one sign per business, and must be located within 30 feet of a building entrance. Signs cannot not exceed 12 square feet.
- Banner signs
 - Limited to 40 square feet
 - Maximum height of 25 feet or top of parapet
 - Freestanding banners limited to 10 feet in height
 - Display period of 21 days, four times per year

Temporary signs – Quill signs - Proposed

- One sign per 100 linear feet of street frontage on sign premises up to six signs per frontage
- Two signs per business
- Ten feet in height and 20 square feet
- Each business may be display up to 21 days, four times per calendar year
- Quill signs not permitted within the downtown overlay zone, for properties that have opted in to the new zones.

Residential subdivision sign program (temporary signs) - Proposed

- Applies to all new subdivisions
- Includes a sign package to be reviewed by staff during the subdivision design review
- A maximum of 500 square feet per builder
- No individual sign to exceed 128 square feet or 20 feet in height
- Includes all temporary signs, flags, banners

Temporary signs – Right of way signage - Proposed

- Up to eight signs may be placed within the ROW directing the public to
 - Any particular property
 - Any particular subdivision
 - Any particular event
- Signs must be located within five miles of the event
- May be placed at each major change in travel direction or at larger intersections
Six square feet and 30" in height

Mr. Varney noted that staff is requesting that the Commission continue the public hearing on this item to the November 28, 2018 meeting due to the following reasons:

- Staff has decided to reconsider our approach to the standards pertaining to temporary signs in the Town's right-of-way and would like to re-evaluate the options for time restrictions
- Staff would like to incorporate the clarification items

Chairman Schnee opened the public portion of the hearing. Ben Buehler-Garcia (SAHBA) noted when it comes to new subdivisions being built - the actual location may be up to 10 miles from the freeway, so the physical temporary signs directing traffic are very important. Mr. Buehler-Garcia felt the requirement for a homebuilder to remove the temporary directional signs every night would cause some challenges. **Chairman Schnee** closed the public portion of the hearing.

Chairman Schnee asked what type of sign a church would need in order to direct traffic to their site [within five miles of their location.] Mr. Varney stated the church could take advantage of the temporary directional signs that guide the public to an event. An A-frame sign could be considered as a temporary directional sign, as long as the sign meets the criteria; currently limited to 30" in height and six sq. ft. **Chairman Schnee** had a concern with the A-frame sign limitation, of one per business and within 30 feet of the business, meeting the temporary directional sign conditions. Mr. Varney noted that the intent of the A-frame signs is for onsite signage, the temporary directional signs pertain to signs in the right-of-way. **Chairman Schnee** liked the fact the staff reached out to the public and the Chamber of Commerce and felt staff put a lot of work into amending the Sign Code. **Commissioner Schachter** wanted to know how the town monitors signage that is limited to a certain number of times per year. Mr. Varney stated the town has a code enforcement division that actively patrols the town. A permit will be issued for the signs - with a copy of the permit sent to code enforcement.

Commissioner Fehrmann felt the Planned Sign Program could be customized to fit the needs of the developer. She thought it would be beneficial to incorporate directional signs into the Planned Sign Program, as it could serve as an advertising plan package for a new subdivision development in the town. Mr. Varney stated that staff could reevaluate and determine whether or not it would be feasible. Mr. Cassidy mentioned Commissioner Fehrmann's concept addresses Mr. Buehler-Garcia's comment regarding new subdivisions that are located quite a distance from the main road and the importance of directional signage. **Vice Chair Duncan** asked for clarification regarding the removal of subdivision signs. Mr. Varney specified not having a restriction on the time creates issues. Staff prefers to keep signs in the right-of-way to a minimum at this point. Staff could reevaluate this in the future.

Motion to continue the public hearing for PCM1810-001 to the November 28, 2018 Planning Commission meeting by Chairman Schnee, seconded by Commissioner Schachter. Passed unanimously. 5-0

COMMISSION ACTION.

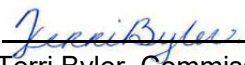
INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. Motion to adjourn at 7:14 p.m. by Vice Chair Duncan, seconded by Commissioner Hill. Passed unanimously.

CERTIFICATION.

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on October 24, 2018. I further certify that a quorum was present.


Terri Byler, Commission Secretary



MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 28, 2018, at or after 6:30 P.M.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Ronald Hill, Commissioner
Richard Miller, Commissioner
Bryan Schachter, Commissioner
Sharon Tyson, Commissioner

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. Chairman Schnee called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION/MOMENT OF SILENCE. Led by Chairman Schnee.

ROLL CALL. Commission Secretary Terri Byler called roll. Commissioner Fehrmann and Commissioner Schachter were absent. A quorum was present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. *At the suggestion of Chairman Schnee, Vice Chair Duncan moved to change the order of the agenda, moving Tortolita Ridge Rezoning first on the agenda. Commissioner Hill seconded. Passed unanimously.*

ANNOUNCEMENTS. Jason Angell mentioned that the next General Plan Citizen's Forum is scheduled for December 11th, 2018. Keith Brann noted that Gus Myers has been hired to fill the Development Engineering Division Manager position, recently vacated by Tim Ensign.

GENERAL ORDER OF BUSINESS. Approve Regular Planning Commission Meeting Minutes from October 24, 2018. *Motion to approve by Commissioner Hill, seconded by Commissioner Miller. Passed unanimously.*

PUBLIC HEARINGS.

1. PCZ1806-001 & GPA1806-001: Tortolita Ridge Rezoning: a request for a recommendation to the Town Council for approval to rezone approximately 17.3 acres of land from R-80 (single-family residential) and Zone C (Large Lot Zone) to R-8 (single-family residential). The request will be accompanied by a minor General Plan amendment to amend the current land use category from RDR (Rural Density Residential) to LDR (Low Density Residential). The property is located approximately .75 miles north of Moore Road on the west side of Tortolita Road. (Cynthia Ross).

Cynthia Ross stated the proposed rezoning consists of 15 acres – R-80 (Single Family Residential – minimum lot size of 80 acres) and 2.3 acres – Zone C (Large Lot Zone – minimum lot size of 25 acres) to R -8 (Single Family Residential – minimum lot size of 8000 s.f.) The request includes a minor General Plan Amendment from the existing Rural Density Residential to Low Density Residential. The subdivision is planned as a cluster development with 34 single family residences. 45% of the site will remain as Natural Undisturbed Open Space (NUOS). Access will be off of Tortolita Road. A secondary emergency access will be located on the north edge of the project. In response to the concerns of the Tortolita Reserve homeowners to the south, the applicant has agreed to limit homes to single story when they are adjacent to an existing single story home in Tortolita Reserve. Lots 1, 3-8, 10, 11, 13-14 will be restricted to single story.

Staff has received a number of protest letters. The majority are from the Tortolita Reserve subdivision residents to the south. Tortolita Reserve is a 79 lot subdivision that was rezoned to R-8 in 1997. Some of the concerns include: proximity, density, obstruction of mountain views, price point, and traffic safety.

Staff finds that the plan complies with the development standards of the Marana Land Development Code and recommends that the Planning Commission recommend to the Town Council approval of Tortolita Ridge Rezoning and minor General Plan Amendment, subject to the conditions outlined in the staff report.

Lexi Wellott – Planning Center – noted this request is to rezone a 17.3 acre property from R-80 and Zone C to R-8 for the development of 34 single-family homes. The overall density of 1.96 residents per acre is consistent with the densities of the Tortolita Reserve subdivision– located to the south of the proposed project, and Heritage Highlands subdivision – located to the west of the proposed project.

A neighborhood outreach meeting was held in early August. All property owners within 300 feet of the property were invited to attend. 27 residents attended the meeting. The concerns expressed consisted of the overall project density, the quality and size of the homes, the anticipated selling price of the homes, obstruction of views, the number of access points, and traffic safety along Tortolita Road. Due to last minute scheduling conflicts, the representative from DR Horton was unable to attend the meeting. A second neighborhood meeting was scheduled in order to answer the concerns from the previous meeting. 33 residents were in attendance.

Due to the washes and wildlife corridors that run through the western portion of the site, the development was clustered towards the eastern portion. The proposed lot size is 65 feet x 125 feet - which is consistent with the lots in both Tortolita Reserve and Heritage Highlands. After hearing significant concerns from those living in Tortolita Reserve, a decision was made to limit lots 1, 3-8, 10-11, 13-14, 33-34 to single story. A 6-ft. landscape buffer along the southern and eastern boundary is planned. 45% of the site will remain as Natural Undisturbed Open Space (NUOS).

Addressing Fausto Burruel, **Chairman Schnee** asked if there were any traffic concerns with the access/circulation along Tortolita Road to Moore Road and beyond. Mr. Burruel stated there were no concerns with regards to traffic access. **Commissioner Tyson** asked if the 2nd emergency access point was sufficient for emergency vehicles. Ms. Wellot noted that the 2nd access point was suitable for the area and planned to Town standards. NW Fire has reviewed and approved the plans as well.

Chairman Schnee opened the public portion of the hearing.

Armondo Urias was opposed to the project. He requested to keep the current zoning. He was not happy with the proposed price point with regards to the surrounding homes. Charles Helmich was opposed to the project. He asked the project be denied and keep the current zoning. He also had a concern with potential traffic. Sue Montanez was opposed to the project and asked the project be denied, feeling that her home value would deteriorate, if approved. She was not happy with the number of homes proposed and felt the homes should be limited to single story.

Gary Berman was opposed to the project. He was against the idea of two-story homes and was concerned with traffic and road safety. Ethel Keschinger was opposed to the project and asked the project be denied. She was concerned about potential traffic issues/road safety and was not pleased with the number of homes proposed. Amy Freiman was opposed to the project and asked the project be denied. She felt the development would ruin her view. She mentioned the current residents in Tortolita Reserve paid a lot of money for the view they have, so why take that away. John McIntyre wanted to address the traffic concerns. He asked for more input with future developments. Terry Cook was opposed to the project. He felt the project would ruin his views. He also made the request to limit lots 26-28 and 31-34 to single story. Charles Kmet was opposed to the project. He had a concern with the overall planning, potential traffic issues and road safety in the area.

Chairman Schnee closed the public portion of the hearing.

Chairman Schnee asked what precautions the town takes to ensure the emergency services have the appropriate access to the mentioned areas. Also, does NW Fire approve the routing, as well as the capacity of the road, prior to platting? Fausto Burrueal stated that is correct. NW Fire reviews the plans when they are submitted. With regard to single-story issue, **Chairman Schnee** asked if DR Horton would consider increasing the number of single story homes along the southern border. Mr. Gaulin – DR Horton - stated that is something they would take into consideration. **Commissioner Tyson** had a concern with the single access point on Tortolita Road. **Chairman Schnee** asked if there were plans to relocate the fire station. Mr. Brann specified that NW Fire has engaged a new fire site next to the Gallery Sports Club and are planning to relocate their fire station apparatus vehicles. **Commissioner Hill** asked who would maintain the buffered areas. Mr. Gaulin mentioned that the approved common areas would be maintained by the HOA. The natural open space areas would be left as is. **Commissioner Hill** noted that he would like to see single story homes along the southern border of the project. **Commissioner Miller** had a slight concern with potential traffic but otherwise was fine with the project. **Vice Chair Duncan** would like to see the lots along the southern border of the property be limited to single story. **Chairman Schnee** liked the fact that 45% of the site was kept as natural undisturbed open space and the planned park area. He liked the fact that the sidewalk will be extended up to Mr. Cook's property and the plan for a decorative masonry wall. **Commissioner Tyson** wanted to address the emergency access. She wanted to make sure it part of the approved plan and that the fire department and necessary would be able to access the area. Mr. Angell stated that it is a code requirement, which requires the secondary access. That secondary access will need to be reviewed and approved by NW Fire.

Motion to approve with added conditions; to limit lots 2, 9, 12, 26-28 to single story and to coordinate the south wall design with the HOA to the south, by Chairman Schnee, seconded by Vice Chair Duncan. Passed unanimously. 5-0.

2. PCM1810-001: Amendment to Title 17 (Land Development) of the Marana Town Code, adding a new chapter (Chapter 17-10. Signs) replacing the current Title 16 (Signs) of the Marana Land Development Code. Recommendation to the Town Council for approval of an amendment to Title 17 (Land Development) of the Marana Town Code, adding a new chapter (Chapter 17-10. Signs) to replace Title 16. (Signs) in the Land Development Code. Chapter 17-10. (Signs) includes comprehensive revisions to the existing sign regulations. (Brian D. Varney).

Addressing the Commission, **Brian Varney** stated this was a continuation of the public hearing from the October 24, 2018 Planning Commission meeting. Mr. Varney addressed the following amended sections:

Section 17-10-37, Residential subdivision sign program

- On-site signs and off-site directional signs have been integrated into the program
- Off-site signs allowed on private property and in Town's right-of-way
- Off-site signs may be placed within a reasonable distance of a subdivision

- Off-site signs may be placed at major changes in travel direction and at major intersections (collector streets or larger)
- Signs on private property: 32 square feet; eight feet in height
- Signs in right-of-way: 6 square feet; 30 inches in height
- Signs may be displayed continually until the sales office is permanently closed
- Multiple builders in the same subdivision must share individual signs
- Builder with multiple subdivisions must combine on individual signs
- Right-of-way use permit required for ROW signs

Section 17-10-34, Portable directional signs

- Formerly 'Temporary directional signs in the right-of-way
- Provisions for subdivision signs have been removed
- Reintroduction of regulation for signs to be placed and removed daily
- Signs may be displayed up to four days per week for any given event

Section 17-10-25, Signs in residential areas

- Revised to accommodate temporary and permanent signs
- Allowable sign area reduced to a maximum of six square feet and six feet in height unless attached to a wall, in which case a maximum height of 10 feet is permitted

Chairman Schnee asked if an HOA can be more restrictive on what signs are displayed in the homeowner's area. Mr. Varney – the HOA can enforce regulations that are more restrictive than ours.

General Revisions:

1. The sign code has been organized into three primary categories:
 - Administrative and General Provisions
 - Regulations by sign type
 - Regulations for temporary signs
2. A separate section has been created for each temporary sign type to facilitate reference and readability
3. Minor text and grammatical revisions have been performed to clarify intent and improve readability
4. The 'Temporary directional sign' has been replaced with 'Portable directional sign' to distinguish from longer term (but temporary) home builder signs
5. The regulations for flags and flag poles now provide for more than one flag pole per property with approval of a planned sign program or residential subdivision sign program

Section 17-10-37 Residential Subdivision Sign program 17-10-37F.

4. Signs for an individual builder for multiple subdivisions shall be combined into a single sign.
5. Signs of multiple builders for any particular master development shall be combined into a single sign.

Mr. Varney mentioned staff received an email from SAHBA, to share their concerns regarding the offsite directional signs. Specifically: signs of multiple builders for any particular master development shall be combined into a single sign. Staff will work with SAHBA over the next 2 weeks to address their concerns.

Revised Recommendation:

Staff recommends that the Planning Commission forward the proposed amendment to the Town Council with a recommendation for approval with the condition that staff works through a minor revision to Section 17-10-37F.4. and 17-10-37F.5 with SAHBA.

Motion to approve by Vice Chair Duncan, seconded by Commissioner Miller. Passed unanimously. 5-0

COMMISSION ACTION.

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

Recommendation to move the December 26, 2019 Planning Commission Meeting to December 19, 2019. (Jason Angell) ***Motion to approve by Chairman Schnee, seconded by Commissioner Miller. Passed unanimously. 5-0***

FUTURE AGENDA ITEMS.

ADJOURNMENT. *Motion to adjourn at 8:00 p.m. Passed unanimously.*

CERTIFICATION.

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on November 28, 2018. I further certify that a quorum was present.

Terri Byler
Terri Byler, Commission Secretary

DRAFT



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 12, 2018, at or after 6:00 PM**

STUDY SESSION

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

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:00 p.m. Town Clerk Bronson called roll. All Council Members were present.

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

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

CALL TO THE PUBLIC. No speaker cards were presented.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Development; presentation regarding proposed changes to the community facilities district policy required by SB1480 revisions; community facilities districts and consideration of other optional changes (Erik Montague).

Mr. Montague discussed some required community facilities district (CFD) policy changes as well as optional changes as a result of SB 1480. This session follows the study session of September 2017 where a basic background was provided to Council. Not long after the September session, the League of Arizona Cities and Towns became aware of a technical fix that was necessary before new CFD's could be legally established, so town staff set aside temporary changes to the policy. Staff considered larger districts with larger infrastructure needs. He noted that a CFD is a special purpose district established to fund public infrastructure that might not otherwise occur in key or strategic areas. The most common infrastructure is roads, parks, and water and wastewater projects. Only landowners within the CFD are responsible for the debt. A CFD can also provide enhanced service levels such as greenbelts, parks and roads, and developers look for an overall enhanced development. Proposed CFD's include Sanders Grove, Uptown, and Villages of Tortolita - all of which halted at the recession when development activity slowed down. Some of those projects are resuming.

The Council sits as the board for the formed CFD's at Vanderbilt, Gladden Phase I and Gladden Phase II, and Saguaro Springs. The Dove Mountain Resort, Red Hawk 1 and Red Hawk 2 were the first established CFD's in the town and were run by an outside board.

Marana's CFD policy was adopted in 1997 and then amended in 2004. The policy makes sure that applications are consistent with the adopted policy, and ensures well-planned projects. That includes determining that the developer has the financial capacity to meet current and future obligations. The policy also includes reasonable measures to protect homeowners and businesses within the CFD.

Mr. Montague then reviewed the common types of CFD debt - General obligation (GO) and Special Assessment (SA). The preferred debt is general obligation which provides an ad valorem tax on property within the district. The current target rate is \$2.50 per \$100 of valuation. As the home appreciates in value, so does the amount of tax paid. There are measures to protect the homeowner such as standby contribution agreements with the developer. Debt is paid by the homeowner through secondary property taxes. The town also has the ability, such as with Saguaro Springs, on how to size the bonds. Important to the limitations is that policy establishes a target. Our goal is to maintain a debt service of not more than \$2.50. But the district enters into covenants adequate to meet our obligations. We have not issued any special assessments within a CFD. We do have one with the Tangerine Road Improvement District.

Next, Mr. Montague reviewed the changes required by SB 1480. A public hearing before the board will be required within 60 days of receiving a signed petition for CFD formation. This is a very short turnaround time. A petition does not presume that a district will be formed. However, if the board agrees to the formation, immediately after the hearing, the board must adopt a resolution declaring its intent for formation. If formation is not approved, the board must publicly indicate the reason for denial and identify changes needed for the application to be approved. If approved, the board may not increase the infrastructure elements, debt limit or duration beyond those in the

petition. The CFD shall establish and maintain an official website that is searchable and includes contracts, public notices, meeting minutes, resolution and accounts showing all monies received and disbursed. Infrastructure ownership and maintenance must be accepted within 30 days of the final engineer's certification.

The Application. The content of the application must include a petition signed by at least 25% of the landowners within the proposed district. The application must also include a description of the applicant, contacts, legal representatives and consultants, a description of the process for adding two more board members, a general plan for the public infrastructure to be acquired by the district, and the preliminary financing plan, including sources and uses of the funding. Other changes to the policy include adding a description of the record-keeping process used for CFD disclosure statements and acknowledgements and clarification that the applicant is responsible for insurance and for providing indemnification. Prior to application, a District Development and Financing Participation Agreement must be in substantially final form. This is a significant and important document and takes a lot of time from staff and consultants to frame. Because of the 60-day requirement, we will include in a future document that we had a pre-submission or pre-application process to initiate the major deal points related to framing so that we have time prior to the application to work outside the 60 days. Application fees are limited to actual formation costs and shall not exceed \$15,000. A pre-application meeting must be held prior to submission with general details for review and analysis and to ensure there is clarification of a public hearing requirement in the event that all owners of the land sign the formation petition.

Mr. Montague noted that under SB1480, we cannot ask a developer for any additional financing outside the CFD. In response to a question from **Council Member Kai**, the \$15,000 application fee will not pay for the costs to the town. However, once the district is formed, we may have a little wiggle room to ask for reasonable and necessary costs outside the actual formation. But under the Infrastructure Acceptance our hands are tied.

Council Member Bowen asked what the penalties are for not making the 60-day window. **Mr. Montague** stated that he was not aware of penalties but noted that the town would be in violation of statute and that would involve litigation. **Council Member Ziegler** asked if there was an opportunity for extension. **Mr. Montague** noted that under the policy, there are really two main options to not take action within the 60-day period – by mutual agreement to continue to address a deficiency or for a denial. But there is no capacity to delay without specific reason such as not meeting a requirement. **Vice Mayor Post** asked if we can change our process to require more from a developer so that there is more of a burden on their end instead of on the town. **Mr. Montague** responded that there is risk in reopening negotiations. Before we get to pre-application we need to have a series of meetings on what the process is going to look like and what reports will be generated for our consideration. With the Saguaro Springs (Bloom) CFD, one of the things that we needed to do was hire a third party consultant to give us an idea of whether the applicant's growth projections were

realistic. If 100% of interested individuals sign the petition we might not need a public hearing and could go directly to formation without additional costs.

Using various charts, Mr. Montague then walked Council through how a general obligation bond works and the impact of general obligations bonds. We have a target of \$2.50 per \$100 of assessed valuation, and Operations & Maintenance of \$.30 per \$100 of assessed valuation. He used an illustrative example of how the calculation works as well as the overall effect of the tax rate to the homeowner. **Vice Mayor Post** asked if commercial properties are required to be part of a district, and **Mr. Montague** responded that a CFD can include commercial elements.

Mr. Montague noted that the new requirements are from the effective date of the legislation. This is prospective not a change to anything already established.

He then transitioned to the Financing Considerations element with specific concerns about what we do with large CFD's or large developments that are unique or have a special circumstance that are outside of the norm. Staff took the direction from Council and staff back in September and framed a working concept. Right now in policy, we have 7 years, but the question becomes what is the reasonable amount of time to expect or advance the overall development of a CFD so that it doesn't languish forever. In concept we are framing it for about 15 years or 75% of the development. **Council Member Bowen** asked what purpose it serves to expand from 7 to 15 years, and **Mr. Montague** responded that the maximum amount of voter authorization is set at the time of election, so it's just the timeframe in which it can be extended. So in a scenario where there is a CFD with eligible infrastructure and less than \$50M, we will look to maintain our current tax rate of \$2.50 for debt, and the primary or preferred mechanism to finance that debt would be through GO's. We would prefer not to issue SA bonds for routine CFD's. If there is a CFD with a unique circumstance, then for conversation purposes we could consider GO's or some combination of GO's and/or SA's, and for the GO side, we could allow for a rate different than our current tax rate. For the SA, (the value of the lien ratio is what limits it) for \$3,000 or the value to lien ratio of 4:1. This illustration came about from the conversations at the September study session.

General conversation initiated by **Mayor Honea** was that special assessments are not preferred. Just because a development is larger doesn't mean that people have more money to pay a higher tax. Both **Vice Mayor Post** and **Council Member Ziegler** expressed their distaste for CFD's. **Vice Mayor Post** asked what would happen without CFD's. Why not pay the developer back for the initial infrastructure through impact fees? They reflect the true cost of the home or development. A prospective buyer would know the cost of the home up front. **Mr. Montague** stated that if you go with the 'no CFD model,' what has happened in other communities is that you get the minimum required infrastructure; thus, meeting minimal specifications and amenities from a service level. Related to the CFD's there are a number of reasons and public policy perspectives for the CFD which were outlined tonight, and one of those is for enhanced public infrastructure sooner than what might otherwise be developed. It is possible if we went through the impact fee model for a park, the town would collect the fees, but it

might be years before we would have the funds to build the park. So from a timing perspective, the community goes without the use, value or appreciation of that facility that was initially an enticement to purchase there. The impact fee is paid for by the builder on the value of the home. What they pay is going to reflect any appropriate credit for eligible infrastructure that the developer paid for. Protracted discussion continued on impact fees and credits. So one of the public policy benefits or decisions is that there does seem to be a benefit to using CFD's because we (the town) will get a better product within the developments.

Mr. Montague asked for clarification on the direction Council wants to see when this item is brought back. If it's not possible today, we can advance the discussion to a future meeting. **Mr. Mehta** noted that using the Dove Mountain CFD as an example of enhanced development versus the Continental Ranch development that has no CFD, as indicated by Council Member Ziegler, shows the positive visibility of the enhancements. Without the CFD, we might not have considered doing the additional landscaping that makes the development so attractive. Also, with the impact fee, you have to consider what is going to happen over the next 10 years when the developer might not be ready to go the first year or the ninth year. So with impact fees, you take the risk of predicting the future. You start collecting fees, and then by the tenth year perhaps you don't need to build the amenity after all or you haven't collected enough money to build it. So we only use impact fees for something that is absolutely certain to happen. Borrowing is another good reason to consider CFD's. It's the borrowing that Council authorizes at the time it's absolutely needed. For a very large project, you must ask if the developer can do the borrowing on their own dime. So there are pros and cons, but the CFD has its merits.

Vice Mayor Post thanked Mr. Mehta, and again noted that although most of the Council aren't fans of the CFD, they seem to be comfortable with the \$2.50 limit. He has some interest in the special assessments if they can disappear at the time of sale of the home or transferred at some point. **Council Member Bowen** asked for clarification on the purpose or justification for suggesting a higher amount, especially for a development the size of The Villages of Tortolita. He would be interested in learning more about that. **Mr. Montague** responded that the higher amount could apply more to the larger developments with greater infrastructure needs. Council discussion continued to circulate around who pays for what, when and how and how much. Per **Council Member Comerford**, it does seem to be a matter of education and what the market will bear and who bears it. She asked how developers or the town can assist with that. **Mr. Montague** stated that there is continuing discussion as to what is required to be disclosed and how. There is an education component related to the developer and the production builders and their sales staff relative to ensuring that those conversations are occurring. That is combined with the normal due diligence that we are hoping everyone continues to engage in. **Council Member Officer** asked if this information could be posted on the town's website as an additional public service.

In response to Council Member Ziegler's question as to who proposed this legislation, **Mr. Cassidy** noted that it was a person by the name of Carter Froehlich, who is not a legislator but who came up with the language. He also came up with the previous bill that went to the Governor but was vetoed the year before. That bill would have made CFD's completely automatic and completely out of the control of a city or town council. Steve Smith was the legislator who introduced and carried the bill.

Council Member Bowen stated that he does not need additional information on a higher rate for larger CFD's; he backs the consensus of \$2.50. **Mr. Montague** stated that the reason for the additional follow up is when we bring something before Council for either consideration or conversation, we just want it to be consistent with what Council is looking for/Council direction and changes will be incorporated into an amended CFD policy. We are under no specific time requirement to have these approved, although we will want to time the adoption of any policy to occur before we receive our first application, whenever that might occur. **Council Member Ziegler** asked if we should have a public meeting with developers prior to adopting a final policy. **Mr. Mehta** stated that, taking all of the discussion points into consideration, staff will likely bring an amended CFD policy to Council at a future study session to confirm what Council thinks it should be. That could include any stakeholders interested in bringing forward CFD's.

D2 Presentation and discussion of proposed comprehensive revisions to the Town of Marana Sign Code, currently found in Title 16 (Signs) of the Marana Land Development Code, and proposed to be replaced by Chapter 17-10 (Sign Regulations) of the Marana Town Code (Brian Varney and Frank Cassidy).

Mr. Cassidy noted that this is staff's opportunity to introduce Council to the new draft sign code, review the schedule, give a sample some of the provisions and get some feedback from Council on the initial process as well as some of the substantive provisions. While he will provide some of the legal background, Brian Varney is also available to give his view from the Planner's perspective.

Mr. Cassidy began by noting that town staff was already in the process of seeking business input regarding the sign code a couple of years ago, when in June of 2015 the U. S. Supreme Court came out with a decision on the church signs in the right of way in Gilbert, AZ. The Court favors being able to read time, place and manner provisions – how big, illumination, etc. in order to regulate. The Court favors that over a sign just being content- based. Staff is planning to bring the sign code forward earlier than the bulk of the rest of the Land Development Code. Staff had an initial study session with the Planning Commission and we will have another study session at the end of June to get into greater detail. After that session, we will go out for some public and stakeholder input. We could be back in front of Council in October with the public hearing.

There are a few new approaches and new terms such as the "sign premises". In residential areas this means not just the property itself but if the property owner has a license agreement to use the right of way (ROW), the premises goes out to the ROW. In

non-residential areas, it means the entire shopping center or industrial center where the sign is located, plus the adjacent ROW used by the sign premises owner or owners under a license from the town. Sign property means the lot of parcel where the sign is placed or erected. The reason for this is that the town has huge rights of way. As an example, along Cortaro Road are in the ROW. If you wanted a bank sign that's visible to traffic, it has to be in the ROW. And those are done with ROW licenses. Right now there is nothing in our sign code that explains that, so the new sign code will explain that. That will be an on-premise sign. There is also an idea of sign property, such as location. You have to get the property owner's okay to put up the sign. There is also something in the new code that certain kinds of signs where you can enlarge the sign a bit if you have a better design. We have tried to identify the elements that make for a better sign. So there is a variety of options that explain what an exceptional design is. For some signs, you can get up to a 25% increase in the size of the sign if it's an enhanced design.

In general, based on the Supreme Court decision, we have eliminated sign types that are obviously content-based. Instead, we are focusing on physical description types of signs. A lot of them we have already had, and we kept them. We are modifying some provisions such as if you wanted to do a subdivision sign you had three different choices – now we've said let's define one sign type. We have signs where we kept the sign but removed the content element. Some provisions have nothing to do with the change in law. Some are just modernizing rules such as for electronic signs. We are recommending that electronic message portions of signs can be the whole sign in some instances. In general, we have basically reduced the height of signs but allowed them to be a little larger – just for an aesthetic which is better supported in our community. Some signs that are proposed to be a bit more restrictive such as reduced-size wall signs, freeway interstate signs are more restrictive as to where they can go. There has been a 500 foot setback from the railroad ROW, and we are reducing that in most instances to 250 feet. That will all come back to Council after stakeholder feedback.

Some types of signs are proposed to be a little less restrictive, such as more temporary signage at more times and more locations. Our new measurement standards give a bit more size because we don't count as much of the white space on a sign. Because of some of the push going on at the legislature lately, such as the real estate industry trying to get a bill through that would have forced us to allow more signs in the ROW. We feel that they will probably keep pushing that. Trying to get ahead of that, we are proposed some right to have real estate signs in the ROW. Once you allow the real estate signs, then other directed event signs must be allowed as well as non-commercial signs, so it's a bit of a slippery slope.

Attached to the Council materials is the current draft of the new sign code and the existing sign code. A lot more temporary signs would be allowed such as balloon type of signs a few times a year for brief occasions because of demand.

Mayor Honea asked about temporary A-frame signs, noting that Council has fought a huge battle over these signs when we annexed the Ina/Orange Grove/Thornydale area. There were about 150 of them in about a half mile stretch, and we basically outlawed the A-frame sign. Will the new sign code loosen up the use of A-frame signs?

Mr. Varney stated that they will be allowed with a permit. The only options we have for A-frames is the legislation staff brought to Council at the end of 2016 pertaining to businesses that are adjacent to significant road construction, and we allowed A-frames to be used as long as they were within 20 feet of the public entrance to the building. With the new code, we are proposing that all business to have the option of using one A-frame sign within 30 feet of the entrance to their building at any time to direct people, once they get to a commercial site; it's not to pull people off of the roadway. Essentially, we anticipate the A-frame signs to be used in the downtown area. We envision them to be used so people can see about special sales events when they are still in their car, or walking or biking, when they can still see where special events are occurring. But we don't want these on or near the ROW where they could become wind-blown projectiles and serve as traffic hazards. So we are proposing them to be used in a limited capacity and only during hours of operation. We are considering not having a per use permit; there could be an annual permit issued. But we do need to have some control over what is being placed out there because we do have standards for the height, the area, the materials. The sign must be professionally constructed of semi-permanent materials, with a hinge in the middle and also maintained in good condition. It must have some kind of weight to it to mitigate wind issues. **Mayor Honea** said he felt his concerns were related more to A-frame signs in the ROW rather than under the new proposed guidelines. **Mr. Varney** added that related to the inflatable signs, staff is proposing three days per display period, twice per year.

EXECUTIVE SESSIONS

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

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

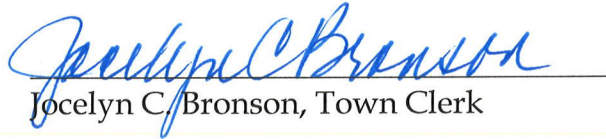
FUTURE AGENDA ITEMS

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

ADJOURNMENT. *Motion to adjourn at 8:04 p.m. by Vice Mayor Post, second by Council Member Post. Passed unanimously.*

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the study session/presentation of the Marana Town Council held on June 12, 2018. I further certify that a quorum was present.


Jocelyn C. Bronson, Town Clerk





Council-Regular Meeting

D1

Meeting Date: 01/15/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: January 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-006: Relating to Administration; approving and authorizing the Mayor to execute an Employment Agreement between the Town of Marana and Town Manager Jamsheed Mehta (Jane Fairall)

Discussion:

By motion adopted on October 30, 2017, the Town Council appointed Jamsheed Mehta to the position of interim town manager, effective November 18, 2017. On February 6, 2018, the Council adopted Resolution No. 2018-013, appointing Jamsheed Mehta to the position of town manager, and entering into an employment agreement with Mr. Mehta.

The employment agreement had an initial one-year term beginning February 6, 2018, and continuing until February 5, 2019, but with a provision that allows the contract to extend beyond the agreement's expiration on the same terms unless the Council either terminates Mr. Mehta's employment or replaces or amends the agreement.

The agreement provided the Town Manager with an annual base salary of \$188,000, benefits consistent with those enjoyed by other Town employees, and some additional benefits, including the following:

- The Town will pay 5% of the Manager's annual income into his deferred compensation account.
- The Manager receives six months' severance pay (salary plus accrued unused vacation leave and 5% of annual income paid into deferred compensation) if the Town Manager is terminated without cause.
- The Town Manager's maximum vacation leave accrual is increased to 350 hours (other employees get a maximum of 240 hours).
- The Manager is given use of a Town vehicle.
- The Town Manager may request that the Town purchase up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town

Manager.

A copy of the 2018-2019 Town Manager's Employment Agreement is attached to this agenda item for the Council's information.

A proposed new agreement is included within the Council packet for consideration. The new agreement will maintain the same benefits and terms and conditions as the previous agreement; however, the agreement term and the compensation in the proposed agreement have been left blank for Council consideration and discussion. An executive session has also been scheduled on tonight's agenda for discussion of the Town Manager's employment and contract, if needed.

Financial Impact:

The Town Manager's Office department budget has adequate existing budgetary capacity to pay for the Town Manager's salary and benefits.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2019-006, approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Town Manager Jamsheed Mehta with a term of _____ year(s) and a salary of \$_____.

Attachments

Resolution No. 2019-006
Exhibit A - Employment Agreement
2018-2019 Employment Agreement

MARANA RESOLUTION NO. 2019-006

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND TOWN MANAGER JAMSHEED MEHTA

WHEREAS 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; and

WHEREAS by motion adopted on October 30, 2017, the Town Council appointed Jamsheed Mehta to the position of interim town manager effective November 18, 2017; and

WHEREAS on February 6, 2018, the Town Council adopted Resolution No. 2018-013, appointing Jamsheed Mehta to the position of town manager, and entering into an employment agreement with Mr. Mehta for an initial term of one year, from February 6, 2018 through February 5, 2019; and

WHEREAS the Town Council now desires to enter into a new agreement to set the terms and conditions of Mr. Mehta's employment as town manager.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the employment agreement 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.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of January, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND JAMSHEED MEHTA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and JAMSHEED MEHTA (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 October 30, 2017, the Town Council appointed the Town Manager to the position of interim town manager effective November 18, 2017.

D. On February 6, 2018, the Town Council adopted Resolution No. 2018-013, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 6, 2018 through February 5, 2019.

E. 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

1.1. Initial Term. This Agreement shall be effective on February 6, 2019, and shall continue in full force and effect until February 5, 20__, unless it is sooner terminated by either Party pursuant to Article 4 below.

1.2. Continuation of Term. If this Agreement expires at the end of the initial term set forth in paragraph 1.1 above, but the Town Council takes no action to terminate the Town Manager's employment, this Agreement shall continue in full force and effect under the same terms and conditions set forth herein, unless and until the Town Council (i) terminates the Town Manager's employment or (ii) replaces or amends this Agreement.

1.3. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

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. 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 \$_____, beginning on the effective date of this Agreement.

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 a cumulative total of 125 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), including termination

upon expiration of the initial term set forth in paragraph 1.1 above, 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 5% of the Town Manager's then-existing annual salary.

4.1.2.1. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan (see subparagraph 4.1.2 above) because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in subparagraph 4.1.2 above, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager.

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 earned 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 no later than 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 when the Town Manager's employment ends. 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.

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.

[SIGNATURE PAGE FOLLOWS]

Exhibit A to Marana Resolution No. 2019-006

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

TOWN:

TOWN MANAGER:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

By: _____
Jamsheed Mehta

Date: _____

Date: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND JAMSHEED MEHTA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and JAMSHEED MEHTA (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 October 30, 2017, the Town Council appointed the Town Manager to the position of interim town manager of the Town effective November 18, 2017.

D. The Town Council now desires to appoint the Town Manager to the position of town manager of the Town and the Parties desire 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. Appointment

The Town Council hereby appoints and employs the Town Manager as the town manager of the Town of Marana.

Article 2. Term

2.1. Initial Term. This Agreement shall be effective on February 6, 2018, and shall continue in full force and effect until February 5, 2019, unless it is sooner terminated by either Party pursuant to Article 5 below.

2.2. Continuation of Term. If this Agreement expires at the end of the initial term set forth in paragraph 2.1 above, but the Town Council takes no action to terminate the Town Manager's employment, this Agreement shall continue in full force and effect under the same terms and conditions set forth herein, unless and until the Town Council i) terminates the Town Manager's employment or ii) replaces or amends this Agreement.

2.3. Severance Provision Term. The provisions of paragraph 5.1 below relating to the payment of severance shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 3. Duties and Performance

3.1. 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.

3.2. 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.

3.3. 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 4. Compensation and Benefits

4.1. Salary. The Town shall pay the Town Manager an annual salary of \$188,000.00, beginning on the effective date of this Agreement.

4.2. 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

4.7. 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.

4.8. 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.

4.9. 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.

4.9.1. 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 4.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

4.10. 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.

4.11. 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.

4.12. 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.

4.13. 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 5. Termination.

5.1. Termination by the Town for Convenience. If the Town Manager is terminated by the Town for any reason other than "for cause" (see paragraph 5.2 below), including termination

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TOWN MANAGER JAMSHEED MEHTA EMPLOYMENT AGREEMENT/2018-2019

upon expiration of the initial term set forth in paragraph 2.1 above, the Town shall pay the Town Manager a lump sum severance payment equal to six months' salary and the following benefits:

5.1.1. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 4.9 above), and

5.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 4.2 above) in the amount of 5% of the Town Manager's then-existing annual salary.

5.1.2.1. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan (see subparagraph 5.1.2 above) because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in subparagraph 5.1.2 above, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager.

5.2. 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 earned 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 5.1 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.

5.3. 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 no later than 30 days in advance of his requested termination date. If the Town Manager terminates this Agreement, the following terms shall apply:

5.3.1. All salary payable to the Town Manager under this Agreement shall cease when the Town Manager's employment ends. 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.

5.3.2. 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 6. General Terms and Conditions.

6.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

6.2. 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.

6.3. 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.

6.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

6.5. 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.

6.6. 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.

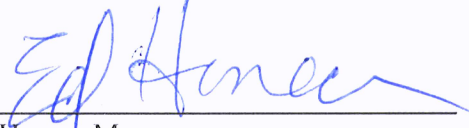
[SIGNATURE PAGE FOLLOWS]

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

TOWN:

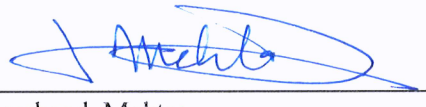
TOWN MANAGER:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: 

Ed Honea, Mayor

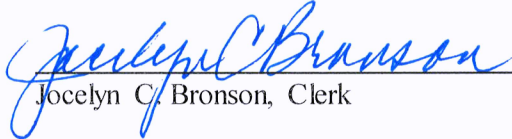
Date: 2/6/2018

By: 

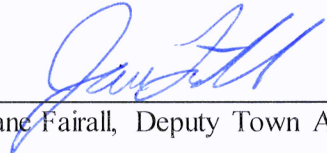
Jamsheed Mehta

Date: 2/6/2018

ATTEST:


Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:


Jane Fairall, Deputy Town Attorney