



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 18, 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 June 18, 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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2019-050: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2020 (Tony Hunter)
- C2 Resolution No. 2019-051: Relating to Development; approving a final plat for Del Webb at Dove Mountain VIII, Lots 554-595 and Common Area "A" (Drainage/Open Space) located south of Dove Mountain Boulevard and east of Rim Trail (Brian D. Varney)
- C3 Resolution No. 2019-052: Relating to Development, approving a final plat for Saguaro Bloom Block 8A, a re-plat of Lots 15, 27, 28, 29, 33, 73, 74, 87, 88 and Common Areas B and C at the northeast corner of Saguaro Peaks Blvd. and Hidden Saguaro Trail. (Steven E. Vasquez)
- C4 Resolution No. 2019-053: Relating to Administration; designating Yiannis Kalaitzidis as the Town of Marana's chief fiscal officer for purposes of submitting the Town's annual expenditure limitation report as required by A.R.S. §41-1279.07 (Jane Fairall)
- C5 Resolution No. 2019-054: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2019-2020 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)
- C6 Resolution No. 2019-055: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for provision of video-court hearings of municipal prisoners for 2019-2020 (Laine Sklar)

- C7 Resolution No. 2019-056: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2019 through June 30, 2020 (Jane Fairall)
- C8 Resolution No. 2019-057: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute Amendment Two to the Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program for federal fiscal years 2017-2022 (Lisa Shafer)
- C9 Ordinance No. 2019.013: Relating to Business Regulations; repealing Town Code Chapter 9-9 (Cable Television) and replacing it with Town Code Chapter 9-9 (Video Services) to conform to Arizona Revised Statutes Title 9 Chapter 13 as adopted by Laws 2018 Chapter 331 (Senate Bill 1140); and adopting the Uniform Video Services License Agreement and the Application and Affidavit for Uniform Video Service License (Frank Cassidy)
- Resolution No. 2019-058: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the Application and Affidavit for Uniform Video Service License and Uniform Video Service License Agreement forms adopted by Marana Ordinance No. 2019.013 (Frank Cassidy)
- C10 Ordinance No. 2019.014: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 – Employment Process, Chapter 4 – Employment Benefits and Leaves, and Chapter 6 - Performance Management and Employee Development (Curry Hale)
- C11 Ordinance No. 2019.015: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)
- Resolution No. 2019-059: Relating to Finance, declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No. 2019.015 (Yiannis Kalaitzidis)
- C12 Approval of the June 11, 2019 Council Study Session Summary Minutes, and the June 4, 2019 Council Regular Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 12 Restaurant liquor license application submitted by Jose Dan Montano on behalf of DDS Seafood Grill, located at 4140 W. Ina Road, Suite 180, Tucson, Arizona 85741.

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2019-060: Relating to Boards, Commissions and Committees, making appointments to the Town of Marana Planning Commission (Cherry L. Lawson)

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2019.010: Relating to Development; approving a rezoning of approximately 52 acres of land located east of Interstate 10, approximately a half-mile south of Linda Vista Boulevard, from Zone E (Transportation Corridor Zone) and Zone C (Large Lot Zone) to R-3.5 (single-family residential) and R-6 (single-family residential), and approximately 17.4 acres of land from Zone E (Transportation Corridor Zone) to Village Commercial (VC); and approving a minor amendment to the Marana General Plan land use designation from Low-Density Residential (LDR) to Medium-Density Residential (MDR) (Brian D. Varney)
- A2 PUBLIC HEARING: Resolution No. 2019-061: Relating to Budget; adopting the Town of Marana's fiscal year 2019-2020 final budget (Yiannis Kalaitzidis)
- A3 Resolution No. 2019-062: Consideration and possible adoption of a resolution approving and authorizing the execution and delivery of a First Amendment to District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District) and declaring an emergency (Frank Cassidy)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jamsheed Mehta)
- 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)

- D3 Presentation: Relating to Utilities; update, discussion and possible direction regarding proposed changes to water and water reclamation rates and fees (Scott Schladweiler)

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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Planning Commission.

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

C1

Meeting Date: 06/18/2019

To: Mayor and Council

From: Tony Hunter, Assistant to the Town Manager

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-050: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2020 (Tony Hunter)

Discussion:

The Town of Marana has contracted with Triadvocates LLC for lobbying services since 2010. In keeping with the Legislative Program adopted annually by the Town Council, Triadvocates pursues and defends Marana's legislative priorities at the Arizona Legislature. This includes communicating directly with legislators and their staff, outside stakeholders, and other governmental bodies as needed to achieve desired legislative outcomes. Triadvocates also advises the Town on ongoing legislation and legislative issues, providing information and strategic guidance throughout the legislative session.

The Lobbying Services agreement is for a term of one year, from July 1, 2019 through June 30, 2020. The compensation has not been adjusted from the 2018-2019 agreement.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$49,599.96

The amount is budgeted in the Town Manager's budget under account 10012010.6005.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2019-050; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2020.

Attachments

Resolution No. 2019-050

Lobbying Services Agreement

MARANA RESOLUTION NO. 2019-050

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC FOR FISCAL YEAR 2020

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the lobbying services agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC for fiscal year 2020, attached to this resolution as Exhibit A is hereby approved, and the Town Manager is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this “Agreement”) is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and TRIADVOCATES LLC, a Delaware limited liability company (“TRIADVOCATES”).

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

- A. ENGAGEMENT AND SCOPE OF SERVICES:** The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES’ duties shall include providing lobbying services for the Town before state government bodies and officials.
- B. REPRESENTATION OF OTHER CLIENTS:** Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.
- C. COMPENSATION:** For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of \$4,133.33 per month, with total compensation under this Agreement not to exceed \$49,599.96.
- D. CHARGES FOR COSTS AND EXPENSES:** With the Town Manager’s prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.
- E. BILLING:** TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2020 unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

- A. TERMINATION:** This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

- B. **MODIFICATION:** This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

- A. **ENTIRE AGREEMENT:** This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.
- B. **NO ASSIGNMENT:** TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.
- C. **INDEPENDENT CONTRACTOR STATUS:** TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.
- D. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.
- E. **ATTORNEYS' FEES:** If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.
- F. **SEVERABILITY:** If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- G. **CONFLICT OF INTEREST:** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.
- H. **COMPLIANCE WITH IMMIGRATION LAWS:** TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

TRIADVOCATES LLC:

By: _____

Jamsheed Mehta, Town Manager

By: _____

Julie Rees, Principal

EIN/SSN: 42-1528332

Dated: _____

Dated: _____

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Deputy Town Attorney



Council-Regular Meeting

C2

Meeting Date: 06/18/2019

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-051: Relating to Development; approving a final plat for Del Webb at Dove Mountain VIII, Lots 554-595 and Common Area "A" (Drainage/Open Space) located south of Dove Mountain Boulevard and east of Rim Trail (Brian D. Varney)

Discussion:

Request

Baker & Associates Engineering, Inc., representing the property owner, is requesting approval of a final plat for Del Webb at Dove Mountain VIII, consisting of Lots 554-595 and Common Area "A" (Drainage/Open Space). The 12.5 acre subdivision consists of 42 residential lots, 4.2 acres of drainage/open space, and .25 miles of new public streets. This plat is a resubdivision of Block 1 of Del Webb at Dove Mountain IV, Lots 235-343 and Common Areas "A", "B", and "C" and Block 1, and is the eighth final plat for the Del Webb at Dove Mountain active adult community. Additional phases are planned, as Pulte Homes anticipates building up to 650 homes on approximately 200 acres within Dove Mountain.

Zoning and Land Use

The zoning of the proposed subdivision is F (Dove Mountain Specific Plan), and the land use designation is LDR (Low Density Residential). The LDR designation requires a minimum lot size of 6,000 square feet. The minimum lot size proposed by this plat is 6,170 square feet, the maximum is 15,006 square feet, and the average lot size is 7,141 square feet. The gross density proposed is 3.3 residences per acre.

Access and Traffic Circulation

The proposed subdivision is accessed from Dove Mountain Boulevard via Rim Trail or

Del Webb Trail. The streets within this subdivision will be dedicated to the Town as public streets.

Staff Recommendation:

Staff has reviewed the proposed plat against the requirements of the Dove Mountain Specific Plan, the Marana Land Development Code and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2019-051, approving the Final Plat for Del Webb at Dove Mountain VIII, Lots 554-595 and Common Area "A" (Drainage/Open Space).

Attachments

Resolution No. 2018-051
PRV1812-001 DWDM VIII FP
PRV1812-001 DWDM VIII FP Map
PRV1812-001 DWDM VIII FP App

MARANA RESOLUTION NO. 2019-051

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR DEL WEBB AT DOVE MOUNTAIN VIII, LOTS 554-595 AND COMMON AREA "A" (DRAINAGE/OPEN SPACE) LOCATED SOUTH OF DOVE MOUNTAIN BOULEVARD AND EAST OF RIM TRAIL

WHEREAS the amended Dove Mountain Specific Plan was approved by the Town Council on October 17, 2017 by the adoption of Ordinance No. 2017.020; and

WHEREAS Baker and Associates Engineering, Inc., representing the property owner, has applied for approval of a final plat for Del Webb at Dove Mountain VIII, consisting of Lots 554-595 and Common Area "A" (Drainage/Open Space) on 12.5 acres, and located south of Dove Mountain Boulevard and east of Rim Trail, within Sections 21 and 22, Township 11 South, Range 12 East; and

WHEREAS the Marana Mayor and Town Council, at its June 18, 2019 meeting, determined that the Final Plat for Del Webb at Dove Mountain VIII, Lots 554-595 and Common Area "A" (Drainage/Open Space) should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Del Webb at Dove Mountain VIII, Lots 554-595 and Common Area "A" (Drainage/Open Space) is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY AS SHOWN ON THIS PLAT, INCLUDING ALL STREETS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

WE AND OUR SUCCESSORS AND ASSIGNS HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

COMMON AREA "A" AS SHOWN ON THIS PLAT, IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND IS GRANTED FOR EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. TITLE TO ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA, RECORDED PRIOR TO THE RELEASE OF ASSURANCES. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION. RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION, AS SHOWN ON THIS PLAT, SHALL BE ALLOCATED TO THE ASSOCIATION UNDER SUCH COVENANTS, CONDITIONS AND RESTRICTIONS.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18300-T, AND NOT IN ITS CORPORATE CAPACITY

[Signature]
TRUSTEE OFFICER

BENEFICIARY OF LANDMARK TITLE ASSURANCE
AGENCY OF ARIZONA, L.L.C., TRUST NO. 18300-T

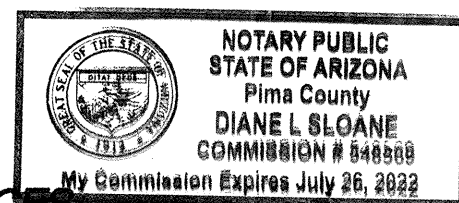
PULTE HOME CORPORATION
16767 N. PERIMETER DRIVE, SCOTTSDALE, ARIZONA 85620
PHONE: 520-837-0251

ACKNOWLEDGMENT - TRUST NO. 18300-T

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE 25 DAY OF May, 2019 BEFORE ME PERSONALLY APPEARED Chris E. Morrison WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AS TRUSTEE UNDER TRUST NO. 18300-T AND NOT IN ITS CORPORATE CAPACITY, AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.



[Signature]
NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 18300-T, AS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ DATE: _____
TOWN OF MARANA

RECORDING DATA

STATE OF ARIZONA } S.S. FEE _____
COUNTY OF PIMA SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES, ENGINEERING, INC., ON THIS _____ DAY OF _____, 20____, AT _____ M. IN SEQUENCE NO. _____ THEREOF. DATE

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 12.5 ACRES (546,999 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 42.
3. THE TOTAL AREA OF COMMON AREA "A" (DRAINAGE/OPEN SPACE) IS 4.2 ACRES (185,305 S.F.).
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.25 MILES.
5. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SF.
MINIMUM PROVIDED LOT SIZE IS 6170 SF (LOT #578).
AVERAGE LOT SIZE IS 7141 SF.
MAXIMUM LOT SIZE PROVIDED IS 15,006 SF (LOT #566, NOT A RESTRICTION).
MAXIMUM ALLOWABLE BUILDING HEIGHT 35 FT FOR "LDR."
6. THE BUILDING SETBACKS ARE AS FOLLOWS:
FRONT: 20' SIDE: 5'
REAR: 15' CORNER: 20'
7. THIS SUBDIVISION SHALL COMPLY WITH THE CONDITIONS SET FORTH IN THE DOVE MOUNTAIN SPECIFIC PLAN APPROVED MARCH 25, 2000 PER ORDINANCE 2000.04.
8. PARKING PROVISIONS INCLUDE 2 PARKING SPACES FOR EACH LOT (42 LOTS X 2 = 84). ALL REQUIRED PARKING WILL BE OFF-STREET, ON-SITE.
9. THE EXISTING LAND USE DESIGNATION IS "LDR," IN ACCORDANCE WITH THE DOVE MOUNTAIN SPECIFIC PLAN ZONING, AND WILL REMAIN.
10. THE GROSS DENSITY FOR THIS PROJECT IS 3.3 RAC.
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA MAYOR AND COUNCIL.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT-VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY IN WRITING THAT ALL IMPROVEMENTS, WHETHER PUBLIC OR PRIVATE, HAVE BEEN CONSTRUCTED, PLACED, INSTALLED, ETC., IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS FOR THIS DEVELOPMENT. CERTIFICATIONS MUST BE SUBMITTED TO THE TOWN OF MARANA PRIOR TO THE REQUEST FOR FINAL INSPECTION AND RELEASE OF ASSURANCES.
15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
16. BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, T-11-S, R-12-E. SAID BEARING BEING N00°06'55"E. SEE DETAIL, SHEET #3.
17. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC., WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
18. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
19. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF TUCSON SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
20. THIS PROJECT IS SUBJECT TO THE EXISTING AMENDED AND RESTATE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS PER SEQUENCE NUMBER 20133580105.
21. THE PROFESSIONAL ENGINEER OF RECORD OR A PROFESSIONAL SURVEYOR SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

TOWN OF MARANA APPROVALS

BY: _____ P.E.
MARANA TOWN/DEVELOPMENT ENGINEER DATE

BY: _____
MARANA PLANNING DIRECTOR DATE

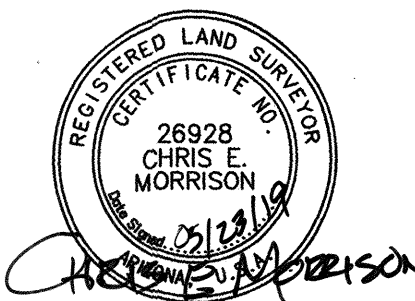
I, _____, CLERK OF THE TOWN OF MARANA,
HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE
TOWN OF MARANA ON THE _____ DAY OF _____, 20____.

BY: _____
CLERK OF THE TOWN OF MARANA DATE

CERTIFICATIONS

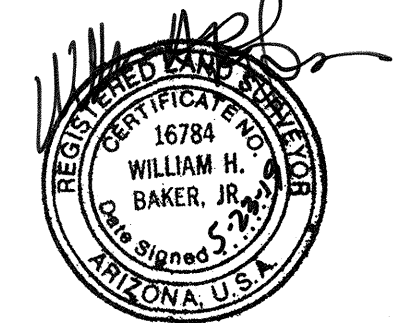
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

CHRIS E. MORRISON
OPW SURVEYING, LLC
REGISTERED LAND SURVEYOR NO. 26928
STATE OF ARIZONA



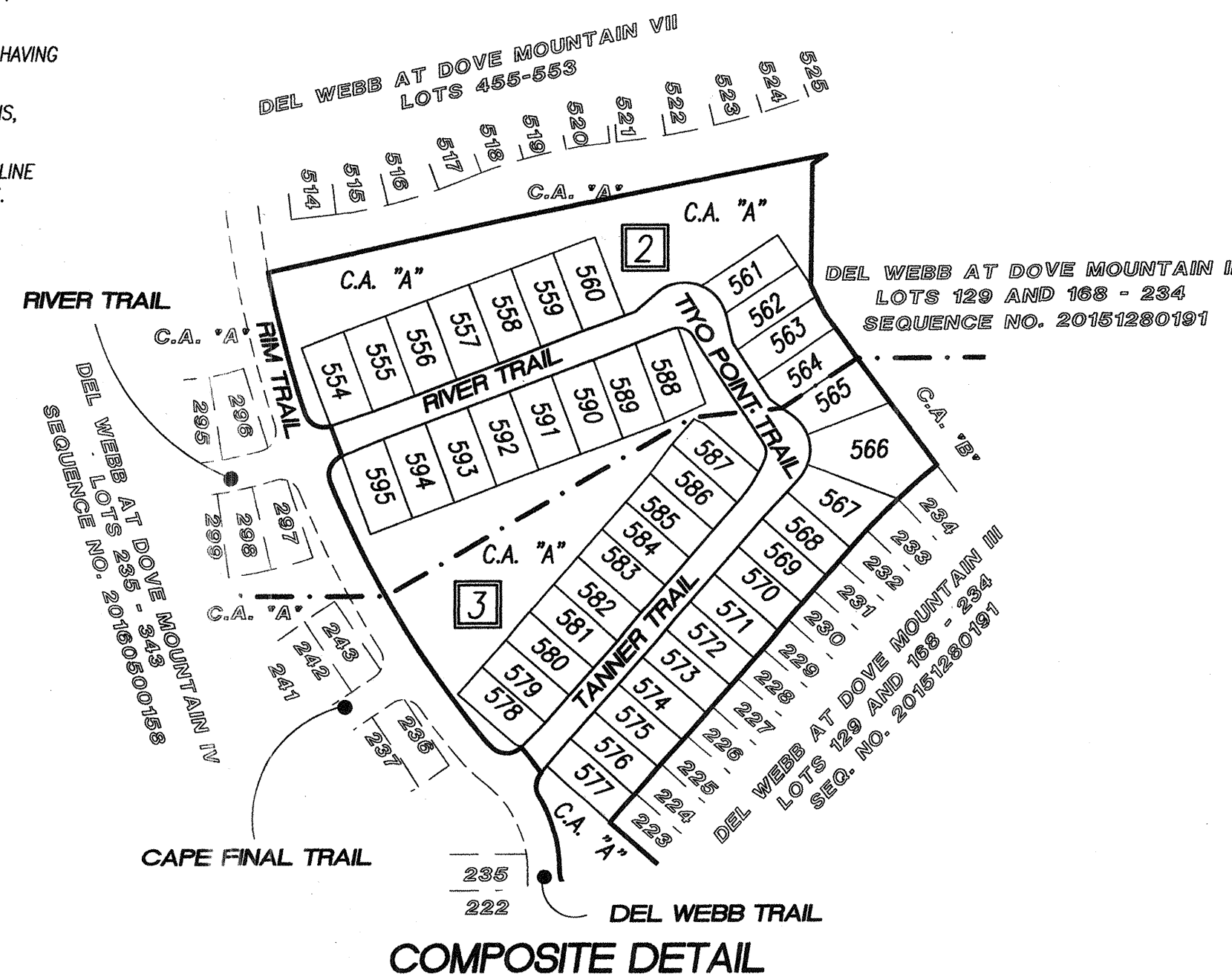
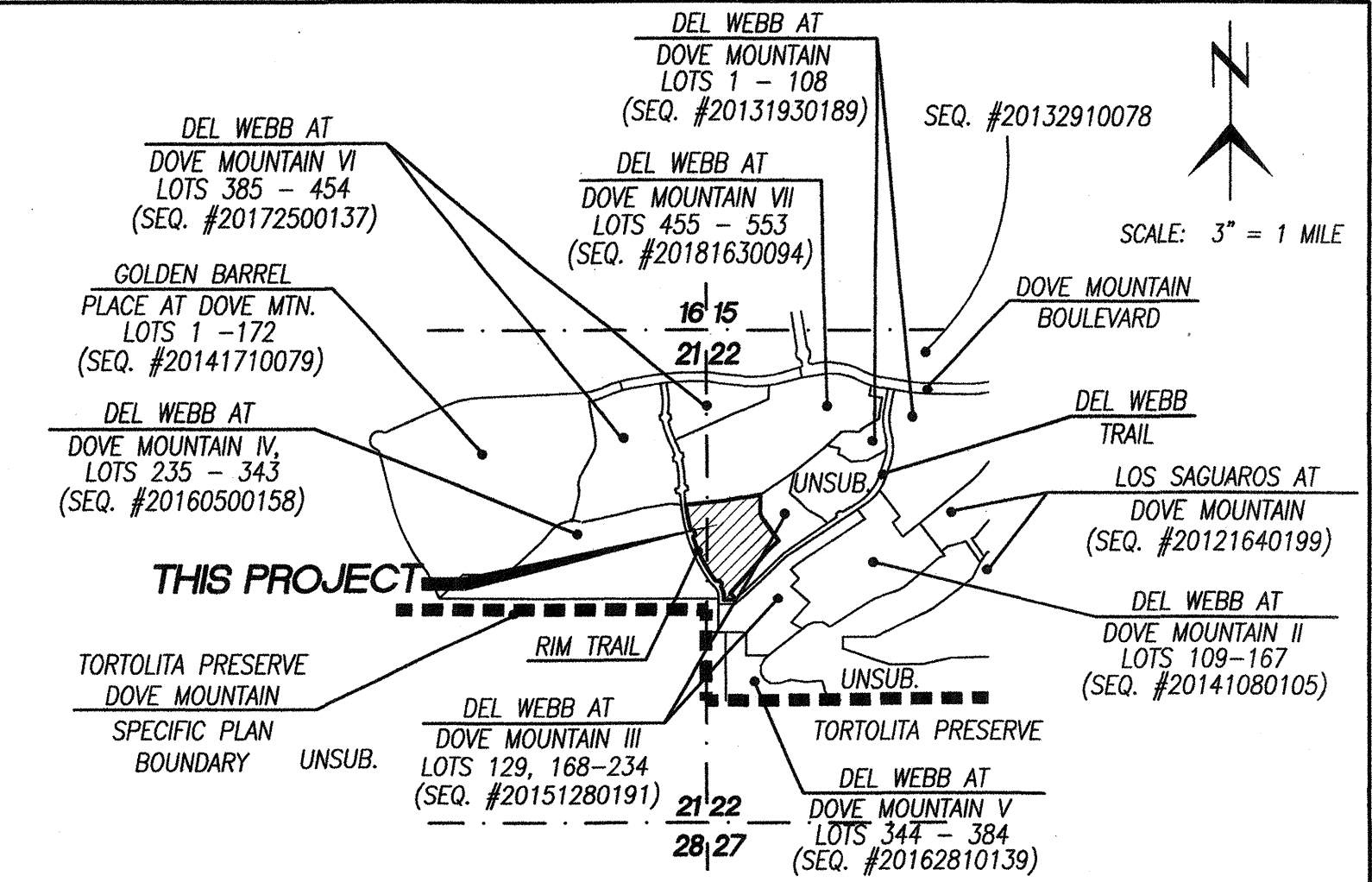
I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA



I HEREBY CERTIFY THAT THE FLOODPLAIN LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

MARTIN V. MAGELLI, P.E.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED ENGINEER NO. 36655
STATE OF ARIZONA



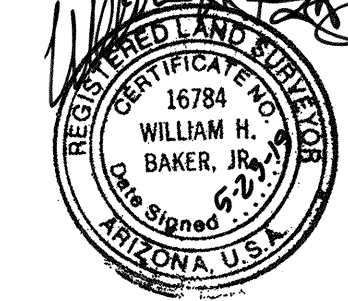
LOCATION PLAN

A PORTION OF SECTIONS 21 AND 22, T11S, R12E,
G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

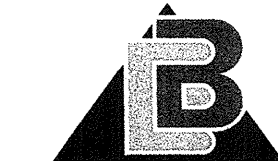
- ▲ SET SURVEY MONUMENT PER T.O.M. STD. STL. M-103B - SEE ALSO BASIS OF BEARING, SHEET #3 OF 3
- △ SURVEY MONUMENT TO BE SET PER TOWN OF MARANA STD. STL. M-103B
- BOUNDARY CORNER TO BE SET BY A REGISTERED LAND SURVEYOR EXCEPT WHERE OTHERWISE SHOWN
- CALCULATED SURVEY POINT (NOTHING FOUND OR SET)
- PROPERTY CORNER TO BE SET BY A REGISTERED LAND SURVEYOR
- SUBDIVISION BOUNDARY/PROPERTY LINE
- CURVE DATA (SEE TABLE, SHEET 3 OF 3)
- LINE DATA (SEE TABLE, SHEET 2 OF 3)
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - 3)
- EXISTING 100 YEAR FLOODPLAIN LINE ("F.P.L.")
- DEVELOPED EROSION SETBACK LINE ("E.S.L.")
- (R) RADIAL
- [2] COMPOSITE DETAIL PAGE INDEX
- B# SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT (SEE ALSO EASEMENT KEYNOTE "B")

FOR EXTERIOR BOUNDARY ONLY FOR INTERIOR LINENWORK ONLY



FINAL PLAT for
DEL WEBB AT DOVE MOUNTAIN VIII, LOTS 554-595 AND
COMMON AREA "A" (DRAINAGE/OPEN SPACE)

BEING A RESUBDIVISION OF BLOCK "1" AS RECORDED IN DEL WEBB AT DOVE MOUNTAIN IV, LOTS 235 - 343 AND COMMON AREAS "A", "B" AND "C" AND BLOCK "1", AS RECORDED IN SEQUENCE NO. 20160500158, BEING A PORTION OF SECTIONS 21 AND 22, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

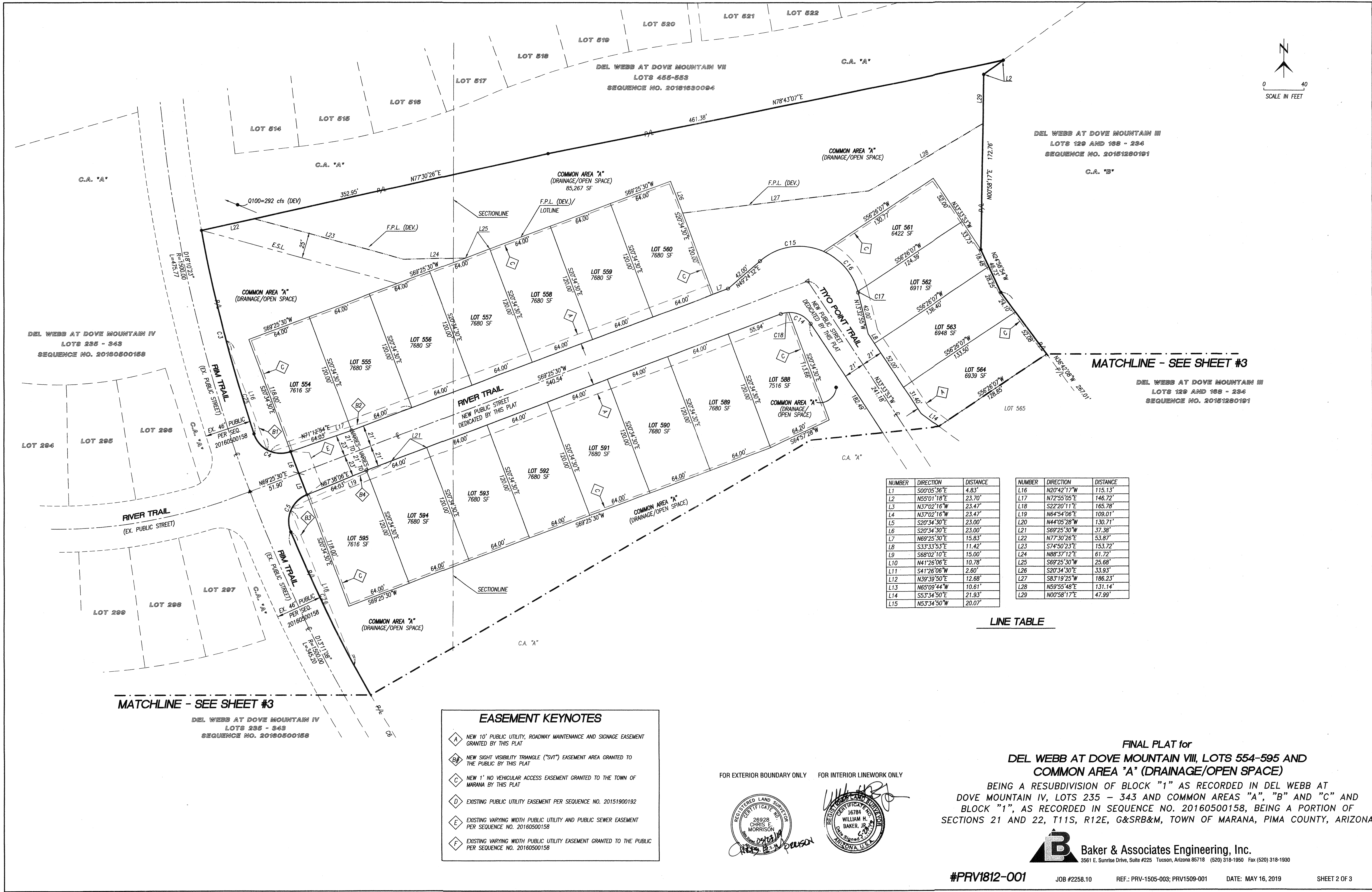


Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV1812-001

JOB #2258.10 REF.: PRV-1505-003; PRV1509-001 DATE: MAY 16, 2019 SHEET 1 OF 3

SEQUENCE # _____



MATCHLINE - SEE SHEET #3

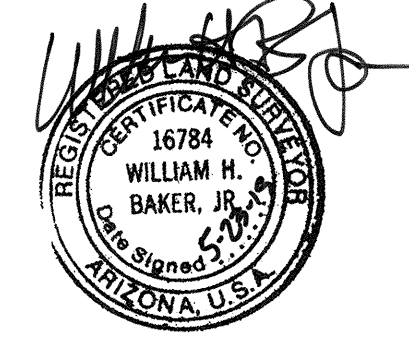
DEL WEBB AT DOVE MOUNTAIN IV
LOTS 235 - 343
SEQUENCE NO. 20160500158

EASEMENT KEYNOTES

- A NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED BY THIS PLAT
- B NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
- C NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- D EXISTING PUBLIC UTILITY EASEMENT PER SEQUENCE NO. 20151900192
- E EXISTING VARYING WIDTH PUBLIC UTILITY AND PUBLIC SEWER EASEMENT PER SEQUENCE NO. 20160500158
- F EXISTING VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQUENCE NO. 20160500158

FOR EXTERIOR BOUNDARY ONLY

FOR INTERIOR LINEWORK ONLY



FINAL PLAT for
DEL WEBB AT DOVE MOUNTAIN VIII, LOTS 554-595 AND
COMMON AREA "A" (DRAINAGE/OPEN SPACE)

BEING A RESUBDIVISION OF BLOCK "1" AS RECORDED IN DEL WEBB AT DOVE MOUNTAIN IV, LOTS 235 - 343 AND COMMON AREAS "A", "B" AND "C" AND BLOCK "1", AS RECORDED IN SEQUENCE NO. 20160500158, BEING A PORTION OF SECTIONS 21 AND 22, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



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#PRV1812-001

JOB #2258.10

REF.: PRV-1505-003; PRV1509-001

DATE: MAY 16, 2019

SHEET 2 OF 3

SEQUENCE #

	NEW 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT GRANTED BY THIS PLAT
	NEW SIGHT VISIBILITY TRIANGLE ("SVI") EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT
	NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
	EXISTING PUBLIC UTILITY EASEMENT PER SEQUENCE NO. 20151900192
	EXISTING VARYING WIDTH PUBLIC UTILITY AND PUBLIC SEWER EASEMENT PER SEQUENCE NO. 20160500158
	EXISTING VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC PER SEQUENCE NO. 20160500158

NUMBER	DELTA	RADIUS	ARC LENGTH	NUMBER	DELTA	RADIUS	ARC LENGTH
C1	31°25'36"	158.00	86.66	C15	64°08'35"	60.00	67.17
C2	10°25'43"	919.00	167.27	C16	51°46'20"	60.00	54.22
C3	08°04'06"	1477.00	207.99	C17	07°07'36"	60.00	1.18
C4	92°01'01"	28.00	44.97	C18	18°48'41"	25.00	8.21
C5	92°01'01"	28.00	44.97	C19	06°32'50"	179.00	20.45
C6	16°24'13"	1477.00	422.86	C20	55°08'16"	25.00	24.06
C7	91°13'36"	28.00	44.58	C21	32°08'21"	60.00	33.66
C8	72°37'17"	28.00	35.49	C22	41°41'38"	60.00	43.66
C9	31°05'34"	204.00	110.71	C23	22°55'04"	60.00	24.00
C10	90°00'00"	25.00	39.27	C24	05°54'35"	919.00	94.79
C11	08°20'34"	158.00	23.01	C25	03°43'42"	1477.00	96.11
C12	27°04'38"	200.00	94.52	C26	05°40'49"	1477.00	146.43
C13	13°18'53"	179.00	41.60	C27	03°24'27"	1477.00	87.84
C14	58°11'56"	25.00	25.39	C28	04°31'08"	919.00	72.48

DEL WEBB AT DOVE MOUNTAIN IV
LOTS 235 - 343
SEQUENCE NO. 20160500158
MATCHLINE - SEE SHEET #3

C.A. 'B'

SECTIONLINE

BASIS OF BEARING DETAIL

BEING A RESUBDIVISION OF BLOCK "1" AS RECORDED IN DEL WEBB AT DOVE MOUNTAIN IV, LOTS 235 - 343 AND COMMON AREAS "A", "B" AND "C" AND BLOCK "1", AS RECORDED IN SEQUENCE NO. 20160500158, BEING A PORTION OF SECTIONS 21 AND 22, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



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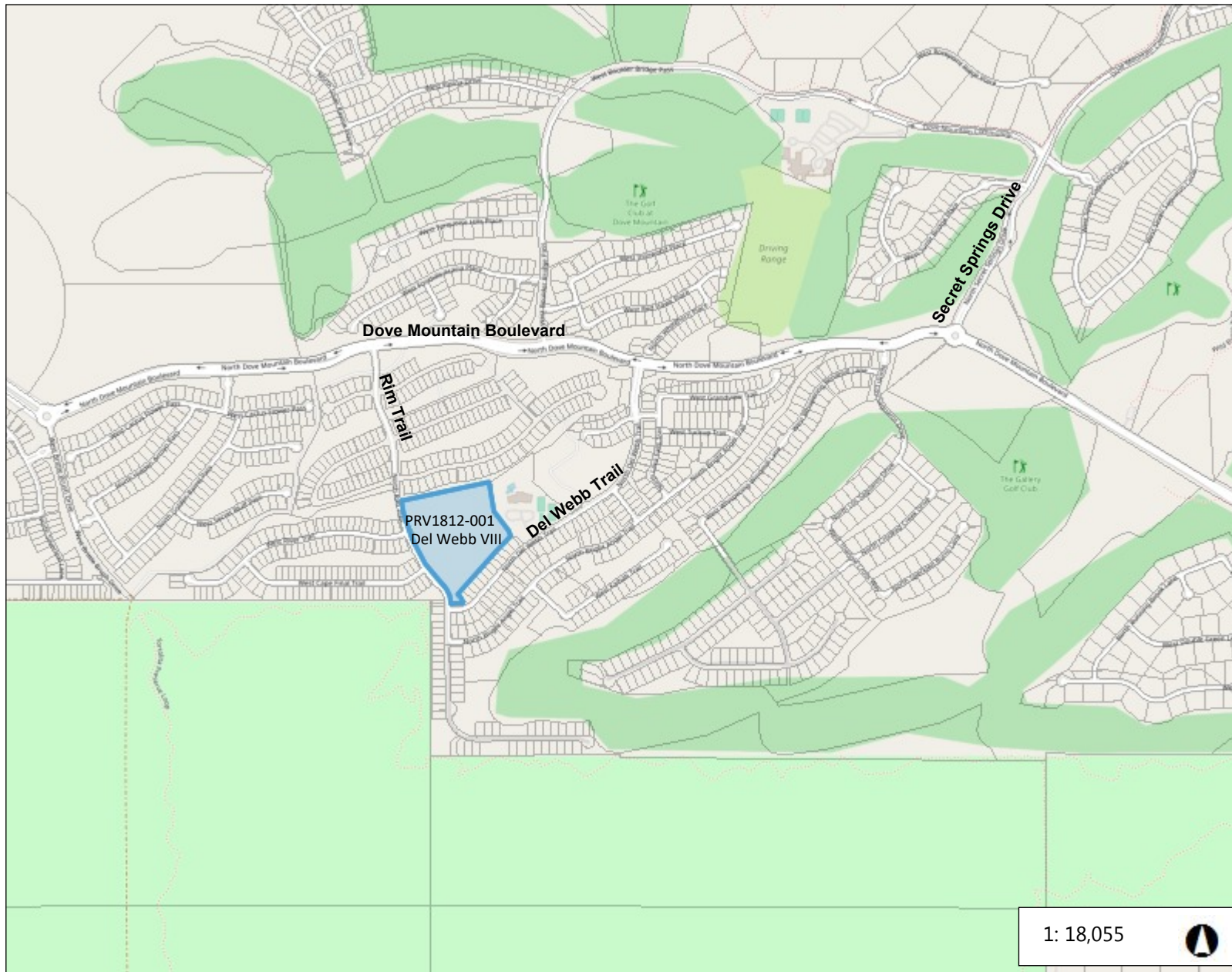
JOB #2258.10

REF.: PRV-1505-003; PRV1509-001

DATE: MAY 16, 2019

SHEET 3 OF 3

SEQUENCE #_



Legend

- Marana Addresses
- Marana Town Limits
- Parcels (Black)

1: 18,055



0.6 0 0.28 0.6 Miles

Notes

PRV1812-001 Del Webb at Dove Mountain VIII



Development Services / planning@maranaaz.gov

11555 West Civic Center Drive / Marana, AZ 85653

Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Del Webb at Dove Mountain, VIII

Description of Project: Single Family Residential

Number of Lots: 42

Parcel No.(s): 218-34-6330

Gross Area (Acres): 12.5

Project Address: Rim Trail (South of Dove Mountain Blvd)

Ref. Project No.: PRV-1505-003; PRV1509-001

CONTACT INFORMATION

Owner: Landmark Title Trust #18300-T

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Applicant: Pulte Home Company, LLC

Contact Name: Tom Collins

Address: 3011 W. Ina Road

City: Tucson

State: AZ

Zip: 85741

Email: Tom.Collins@PulteGroup.com

Phone No.: (520) 971-8794

Consultant/Engineer: Baker & Associates Engineering

Contact Name: Martin V. Magelli, P.E.

Address: 3561 E. Sunrise Dr., #225

City: Tucson

State: AZ

Zip: 85718

Email: marty@baetucson.com

Phone No.: (520) 318-1950

OWNER/APPLICANT AUTHORIZATION

I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Tom Collins

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Project No. PRV1812-001

Date Received 12/6/18

☐ Annexation

☐ Rezone

☐ Specific Plan

☐ General Plan Amendment

☐ Preliminary Plat

☐ Final Plat

☐ Significant Land Use Change

☐ Minor Land Division

☐ Variance

☐ Development Plan

☐ Development Plan Package

☐ Dedications / Easements

☐ Lic. Agreement

☐ Landscape Plan

☐ Conditional Use Permit

☐ Report (Type): _____

☐ SWPP

☐ Native Plant Plan

☐ Native Plant Exception

☐ Other: _____

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016



Council-Regular Meeting

C3

Meeting Date: 06/18/2019

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: June 18, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-052: Relating to Development, approving a final plat for Saguaro Bloom Block 8A, a re-plat of Lots 15, 27, 28, 29, 33, 73, 74, 87, 88 and Common Areas B and C at the northeast corner of Saguaro Peaks Blvd. and Hidden Saguaro Trail. (Steven E. Vasquez)

Discussion:

Request

The Town Council approved a final plat for Saguaro Springs Block 8A, Lots 1 to 130 and Common Areas A and B on December 19, 2006 and recorded with the Pima County Recorder in Book 62, Page 7 (Sequence Number 20152610796). The subdivision is currently under construction and the name has been changed to Saguaro Bloom Block 8A. The developer, D. R. Horton Inc., is requesting the following revisions to the approved final plat:

1. Create Common Area C (Private Streets), comprising all internal subdivision streets.
2. Convert the public ownership of streets into private ownership, maintained by the homeowner association, in order to create a gated community.
3. Eliminate Lots 15 and 33 by incorporating them into Common Area B to create the physical space for the gated access into the subdivision.
4. Eliminate Lots 28 and 88 by incorporating them into Common Area B for additional recreational open space.
5. Minor reconfiguration of Lots 27, 29, 73, 74 and 87 as the result of the elimination of lots. All lots meet the minimum lot size requirement for R-6 zoning.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Marana Land Development Code, the Town Code and the Marana General Plan. This final plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2019-052, approving a final plat for Saguaro Bloom Block 8A, a re-plat of Lots 15, 27, 28, 29, 33, 73, 74, 87, 88 and Common Areas B and C at the northeast corner of Saguaro Peaks Blvd. and Hidden Saguaro Trail.

Attachments

Resolution No. 2019-052
Saguaro Bloom Blk 8A Final Plat
PRV1309-002 SB Blk 8A FP App

MARANA RESOLUTION NO. 2019-052

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SAGUARO BLOOM BLOCK 8A, A RE-PLAT OF LOTS 15, 27, 28, 29, 33, 73, 74, 87, 88 AND COMMON AREAS B AND C LOCATED AT THE NORTHEAST CORNER OF SAGUARO PEAKS BLVD. AND HIDDEN SAGUARO TRAIL.

WHEREAS, on April 6, 2004, the Mayor and Town Council adopted Resolution No. 2001-155, approving the final block plat for Saguaro Springs, Book 58 Page 23; and

WHEREAS, on December 19, 2006, the Mayor and Town Council adopted Resolution No. 2006-208, approving a final plat for Saguaro Springs Block 8A, Lots 1 to 130 and Common Areas A and B; and

WHEREAS, D. R. Horton, Inc., has applied for approval of a final plat for Saguaro Bloom Block 8A, a re-plat of Lots 15, 27, 28, 29, 33 73, 74, 87, 88 and Common Areas B and C; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on June 18, 2019, determined that the final plat for Saguaro Bloom Block 8A, a re-plat of Lots 15, 27, 28, 29, 33 73, 74, 87, 88 and Common Areas B and C should be approved.

Concurrently with the Marana Town Council's approval of this re-plat, the Marana Town Council is vacating the roadways within Saguaro Springs Block 8A pursuant to Arizona Revised Statutes section 28-7206 and the title to the vacated roadways is vesting in the association of individual lot owners established by covenants, conditions and restrictions recorded in the Pima County Recorder's office at Sequence 20123660676, thereby converting the roadways within Saguaro Springs Block 8A into private roadways.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Saguaro Bloom Block 8A, a re-plat of Lots 15, 27, 28, 29, 33 73, 74, 87, 88 and Common Areas B and C is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS: 2.7558 ACRES (120,042 S.F.)
2. THE TOTAL NUMBER OF LOTS IS: 5
3. COMMON AREA "B" (OPEN SPACE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE & SIGNAGE): 1.8886 ACRES (82,268 S.F.)
- COMMON AREA "C" (PRIVATE STREETS): 6.7788 ACRES (295,287 S.F.)
- LOTS: 0.8672 ACRES (37,773 S.F.)
4. GROSS DENSITY OF THIS SUBDIVISION IS 1.81 R.A.C.
5. TOTAL MILES OF NEW PUBLIC STREETS: 0.00 MILES.
6. ZONING DESIGNATION: R-6
7. MINIMUM ALLOWABLE LOT SIZE PER R-6 ZONING DESIGNATION: 6,000 S.F.
8. MINIMUM LOT SIZE IS 6,445 SF. (LOT 73)
MAXIMUM LOT SIZE IS 9,047 SF. (LOT 27)
AVERAGE LOT SIZE IS 7,555 SF.
9. MAXIMUM ALLOWABLE BUILDING HEIGHT PER R-6 ZONING DESIGNATION: 2 STORIES OR 25 FEET, EXCEPT AS OTHERWISE PERMITTED BY THE RESIDENTIAL DESIGN STANDARDS TO A MAXIMUM OF 30 FEET.
10. BUILDING SETBACKS PER R-6 ZONING DESIGNATION:
A. FRONT: 16 FEET, EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE SETBACK IS 20 FEET.
B. SIDE: 5 FEET, STREET SIDE YARD SETBACK IS 10 FEET,
C. REAR: 20 FEET, WHERE THE FRONT YARD (SETBACK) IS INCREASED ABOVE 20 FEET, THEN THE REAR YARD (SETBACK) MAY REDUCE 1 FOOT FOR EACH FOOT OF INCREASE, BUT SHALL NOT BE REDUCED BELOW 15 FEET. WHERE THE FRONT YARD (SETBACK) IS DECREASED BELOW THE 20 FEET, THE REAR YARD (SETBACK) SHALL INCREASE 1 FOOT FOR EACH FOOT OF DECREASE, BUT SHALL NOT BE REQUIRED TO BE OVER 25 FEET.
11. BUILDING SEPARATION (DISTANCE BETWEEN STRUCTURES/BUILDINGS): THE MINIMUM DISTANCE BETWEEN PRINCIPAL BUILDINGS SHALL BE 10 FEET. THE MINIMUM DISTANCE BETWEEN A PRINCIPAL BUILDING AND AN ACCESSORY BUILDING, OR BETWEEN TWO ACCESSORY BUILDINGS SHALL BE 5 FEET. ATTACHED PATIO STRUCTURES: A MINIMUM SETBACK OF 5 FEET SHALL BE MAINTAINED FROM REAR AND SIDE PROPERTY LINES TO A PATIO STRUCTURE THAT IS OPEN AND UNENCLOSED ON THREE SIDES.
12. PARKING REQUIREMENTS: 2 PARKING SPACES PER LOT, IN A GARAGE (MINIMUM 20' X 20' INTERNAL DIMENSION). MINIMUM 20 FEET SEPARATION IS REQUIRED BETWEEN DRIVEWAYS. FOR CORNER LOT, NO DRIVEWAY SHALL BE CLOSER THAN 35 FEET TO THE POINT OF INTERSECTION OF THE RIGHT-OF-WAY LINES.
13. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
14. THE 100-YEAR FREQUENCY FLOOD WILL BE ENTIRELY CONTAINED WITHIN CONSTRUCTED DRAINAGE IMPROVEMENTS OR NATURAL DRAINAGEWAYS.
15. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
16. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
17. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES ON COMMON AREAS AND LOTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH THE VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
18. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN TOWN OF MARANA ORDINANCE NUMBERS 87.04, 97.04 AND 99.14
19. THIS DEVELOPMENT WILL CONFORM TO THE TOWN OF MARANA'S RESIDENTIAL DESIGN STANDARDS. PER THE ADOPTED DEVELOPMENT AGREEMENT, EACH HOME WILL HAVE FOUR SIDED ARCHITECTURE.
20. ALL DWELLINGS OVER 3,600 SQUARE FEET OF AREA UNDER ROOF MAY REQUIRE ADDITIONAL FIRE PROTECTION.
21. REQUIRED FIRE-FLOW FOR THIS PROJECT IS 1,000 GPM FOR A DURATION OF 12 MINUTES. ALL FIRE HYDRANTS MUST BE IN SERVICE AND ACCESSIBLE VIA AN ALL WEATHER ACCESS BEFORE COMBUSTIBLE CONSTRUCTION OCCURS.
22. THE PROPOSED RECREATIONAL FACILITIES AND PARKING IMPROVEMENTS MUST BE IN PLACE AND INSTALLED BY THE TIME 50% OF THE BUILDING PERMITS ARE ISSUED, OR A BOND ACCEPTABLE TO THE TOWN OF MARANA MUST BE SECURED TO GUARANTEE THE REQUIRED IMPROVEMENTS.
23. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS APPROXIMATELY 3 MILES FROM THE MARANA REGIONAL AIRPORT AND APPROXIMATELY 1 MILE FROM FAA APPROVED FLIGHT TRAINING AEROBATIC BOX. THIS PROPERTY IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHTS. AVIGATION EASEMENT RECORDED AT DOCKET 12292, PAGE 6650.
24. BUYERS WILL BE NOTIFIED OF THE EL PASO HIGH PRESSURE NATURAL GAS LINE THAT IS ADJACENT TO THIS SUBDIVISION. THIS SUBDIVISION ALSO FALLS WITHIN THE EXISTING BLANKET EASEMENT FOR TUCSON GAS & ELECTRIC RECORDED IN BOOK 110, PAGE 371 OF MISCELLANEOUS RECORDS, P.C.R..
25. THIS PLAT IS A RESUBDIVISION OF SAGUARO SPRINGS, BLOCK 8A AS RECORDED IN BOOK 62 OF MAPS & PLATS, PAGE 7, PIMA COUNTY RECORDER, ALSO BEING CASE NUMBER: PRV-04131F/1C. LOTS TO BE REMOVED BY THIS PLAT ARE AS FOLLOWS: 15, 28, 33, AND 88.
26. THE GHOSTED LOT NUMBERS SHOWN ON THIS REPLAT ARE FOR REFERENCE ONLY. THESE LOTS HAVE NOT BEEN RESUBDIVIDED PER THIS REPLAT.
27. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
28. PER THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION, SUBSTANTIVE POLICY NO. 12, SURVEY MONUMENTS IN SUBDIVISION, IF LOCAL SUBDIVISION REGULATIONS ALLOW FOR THE RECORDING OF A SUBDIVISION PLAT WITHOUT HAVING ALL OF THE SURVEY MONUMENTS SET, AN ACCEPTABLE PRACTICE WOULD BE TO MONUMENT THE INTERIOR PROPERTY CORNERS AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. THIS REPLAT IS OF LOTS WITHIN A SUBDIVISION THAT IS CURRENTLY UNDER CONSTRUCTION. AS SUCH THE SURVEY MONUMENTS DEPICTED PER THIS REPLAT WILL BE SET AND A RECORD OF SURVEY RECORDED WITH THE COUNTY RECORDER BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION STAKING PORTION OF THE PROJECT.

DEDICATION

WE THE UNDERSIGNED HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT (EXCEPT FOR LOTS 27 AND 29, WHOSE OWNERS HAVE CONSENTED TO THIS PLAT BY CONSENTS TO SUBDIVIDE RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT SEQUENCE NUMBERS _____ AND _____ RESPECTIVELY), AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE HEREBY DEDICATE TO THE SAGUARO BLOOM MASTER COMMUNITY ASSOCIATION INC. THE FEE TITLE TO ALL RIGHTS-OF-WAY FOR STREETS SHOWN ON THIS REPLAT AS "NEW R/W" FOR THE PURPOSE OF PRIVATE STREETS.

CONCURRENTLY WITH THE MARANA TOWN COUNCIL'S APPROVAL OF THIS REPLAT, THE MARANA TOWN COUNCIL IS VACATING RIGHTS-OF-WAY FOR ALL STREETS WITHIN THE "FINAL PLAT FOR SAGUARO SPRINGS, BLOCK 8A" AS RECORDED IN BOOK 62 OF MAPS AND PLATS, PAGE 7 OF OFFICIAL RECORDS OF THE PIMA COUNTY RECORDER'S OFFICE EXCEPT THE STREET NAMED "HIDDEN SAGUARO TRAIL" PURSUANT TO ARIZONA REVISED STATUTES SECTION 28-7206 AND THE TITLE TO THE VACATED STREETS IS VESTING IN THE SAGUARO BLOOM MASTER COMMUNITY ASSOCIATION INC, ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN SEQUENCE NO. 20123660676 OF SAID OFFICIAL RECORDS.

WE HEREBY DEDICATE TO THE TOWN OF MARANA AND ALL UTILITY COMPANIES, PUBLIC OR PRIVATE, EASEMENTS ACROSS THE AREAS SHOWN AS RIGHTS-OF-WAY HEREON, INCLUDING ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN AS "NEW R/W" AND UTILITY EASEMENTS FOR THE PURPOSES OF INSTALLATION AND MAINTENANCE OF THEIR RESPECTIVE UTILITIES. EXCLUSIVE EASEMENTS FOR USE BY THE TOWN OF MARANA AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF MARANA.

CONCURRENTLY WITH THE MARANA TOWN COUNCIL'S APPROVAL OF THIS REPLAT, THE MARANA TOWN COUNCIL IS RESERVING EASEMENTS FOR UTILITIES ACROSS THE AREAS SHOWN AS RIGHTS-OF-WAY FOR STREETS ON THE "FINAL PLAT FOR SAGUARO SPRINGS, BLOCK 8A" AS RECORDED IN BOOK 62 OF MAPS AND PLATS, PAGE 7 OF OFFICIAL RECORDS OF THE PIMA COUNTY RECORDER'S OFFICE EXCEPT THE STREET NAMED "HIDDEN SAGUARO TRAIL".

WE HEREBY DEDICATE NON-EXCLUSIVE ACCESS EASEMENTS TO THE TOWN OF MARANA FOR USE BY THE TOWN OF MARANA, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE TOWN OF MARANA, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK SERVICES, AND ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES, OVER AND ACROSS ALL RIGHTS-OF-WAY SHOWN AS STREETS OR EASEMENTS HEREON FOR THE PURPOSE OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, REFUSE COLLECTION, AND/ OR THE MAINTENANCE OR OPERATION OF PUBLIC UTILITIES.

WE THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY SAVE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT APPROVAL OF THE MARANA TOWN COUNCIL.

PRIVATE DRAINAGEWAYS AND COMMON AREA 'b', AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION THEIR GUESTS AND INVITEES, COMMON AREA 'b' AS SHOWN HEREON IS DEDICATED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES, PUBLIC OR PRIVATE, AS EASEMENTS FOR THE PURPOSES OF ACCESS, INSTALLATION, OPERATION AND MAINTENANCE OF ABOVE GROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREA 'b' SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS, AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCKET 12923, AT PAGE 1 IN THE OFFICE OF THE PIMA COUNTY RECORDER, EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA 'b' WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

IN WITNESS WHEREOF:

AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED

THIS _____ DAY OF _____, 20____.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

ON THIS THE _____ DAY OF _____ 20____, BEFORE ME,

THE UNDERSIGNED PERSONALLY APPEARED _____,

WHO ACKNOWLEDGED HIM/HERSELF TO BE THE _____, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREON CONTAINED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

DANIEL J. POTTINGER
REGISTERED PROFESSIONAL ENGINEER
P.E. NUMBER 36384



CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND/OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

JAMES HART
REGISTERED LAND SURVEYOR
R.L.S. NUMBER 57999



APPROVALS

TOWN OF MARANA APPROVALS

BY _____ P.E. _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

_____ DATE
MARANA PLANNING DIRECTOR

_____ DATE
MARANA WATER DIRECTOR

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT (OR PLAN) WAS APPROVED BY THE TOWN AND

COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF

_____, 20____.

ASSURANCES

ASSURANCES ARE NOT REQUIRED
THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8) AND MARANA TOWN CODE SECTION 17-5-5 HAVE BEEN PROVIDED.

BY _____ TOWN OF MARANA _____ DATE

ASSURED WATER SUPPLY

A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

BY _____ MARANA WATER DIRECTOR _____ DATE

WATER PROVIDER

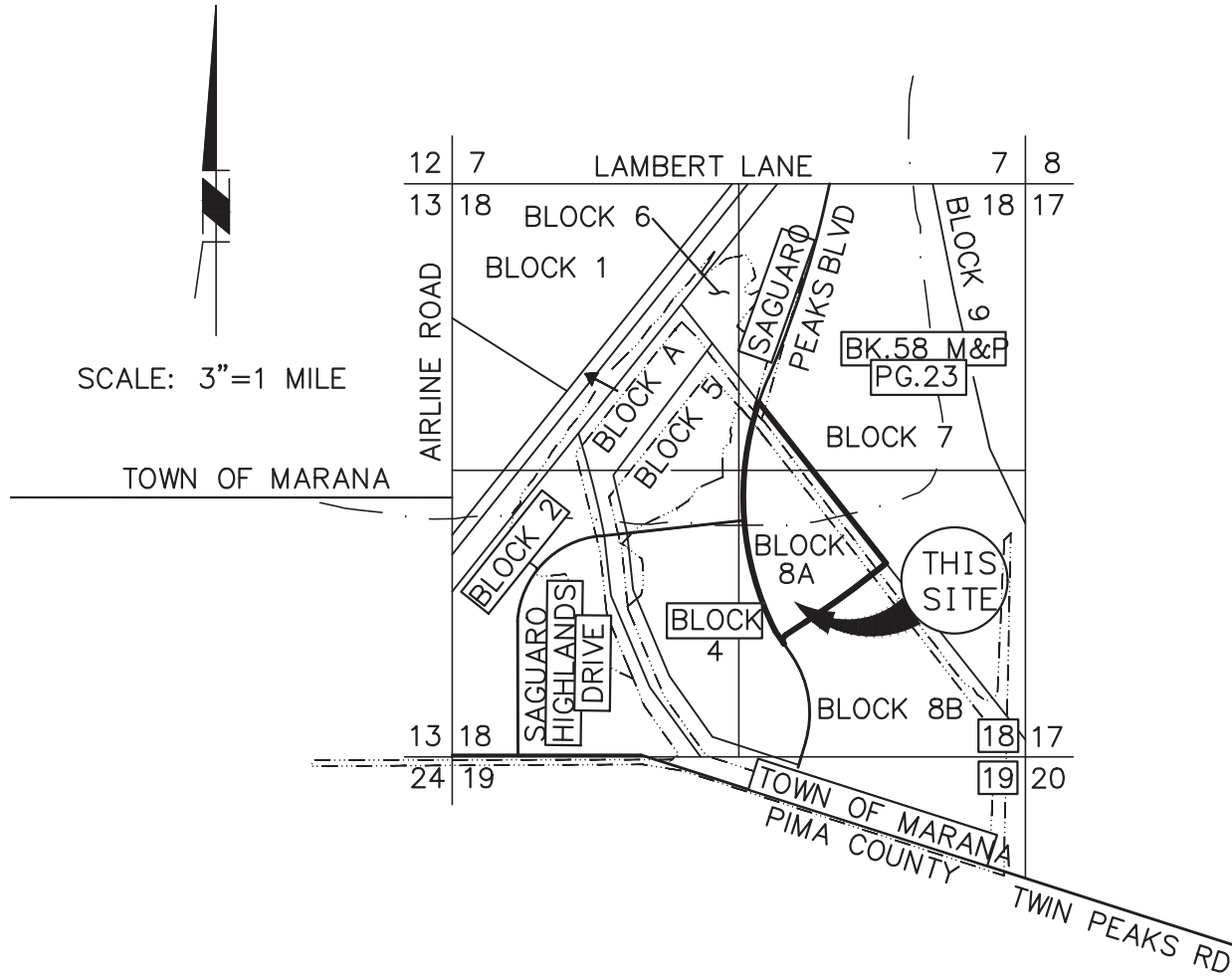
TOWN OF MARANA

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE LINE BETWEEN THE FOUND MONUMENTS AT THE NORTHEAST CORNER OF SECTION 18 AND THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PER THE FINAL BLOCK PLAT OF SAGUARO SPRINGS, RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA. SAID BEARING BEING N89°45'48"E.

OWNER/ DEVELOPER

D.R. HORTON, INC.
HOLLY JAMES
20410 NORTH 19TH AVENUE, SUITE 100
PHOENIX, AZ 85027
OFFICE: 480-463-0006



LOCATION MAP

LOCATED IN PORTIONS OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

RECORDING BLOCK

STATE OF ARIZONA)SS

COUNTY OF PIMA)

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 20____, AT _____ M. IN SEQUENCE NUMBER _____ FEE _____ THEREOF.

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER DEPUTY COUNTY RECORDER

LEGEND

- _____ BOUNDARY LINE
- - - - SECTION LINE
- _____ STREET CENTERLINE
- - - - EASEMENT LINE (AS NOTED)
- _____ LOT LINE
- . - . - . EXISTING FLOODPLAIN
- - - - - PROPOSED FLOODPLAIN

- L1 LINE NUMBER
- C1 CURVE NUMBER
- (RAD) RADIAL BEARING
- FOUND 2" BRASS CAP FLUSH STAMPED "RLS 12537"
- SET 1/2" IRON REBAR AND CAP (PER SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT)
- NAE NO ACCESS EASEMENT PER THIS FINAL PLAT (PUBLIC EASEMENT)
- PUE PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT PER BK. 62 M&P PG. 7
- NSVT NEAR SIDE SIGHT VISIBILITY TRIANGLE PER BK. 62 M&P PG. 7 (PUBLIC EASEMENT)
- FSVT FAR SIDE SIGHT VISIBILITY TRIANGLE PER BK. 62 M&P PG. 7 (PUBLIC EASEMENT)

C.A.

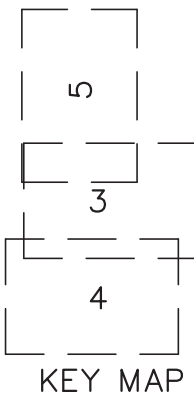
COMMON AREA

224 LOT NUMBER

☆ APPROXIMATE DRIVEWAY LOCATION FOR CORNER LOTS

SHEET INDEX

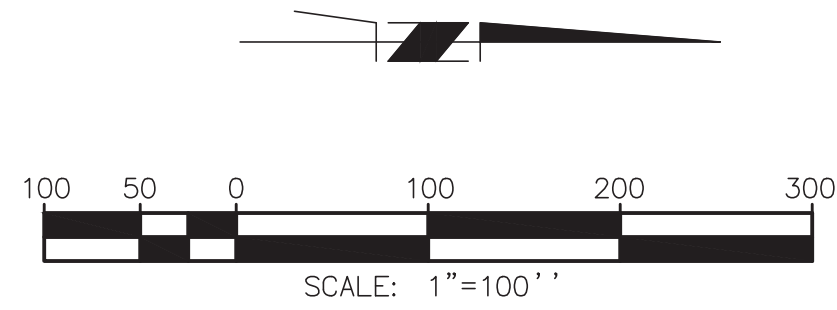
- 1 COVER SHEET
- 2-5 PLAN SHEETS



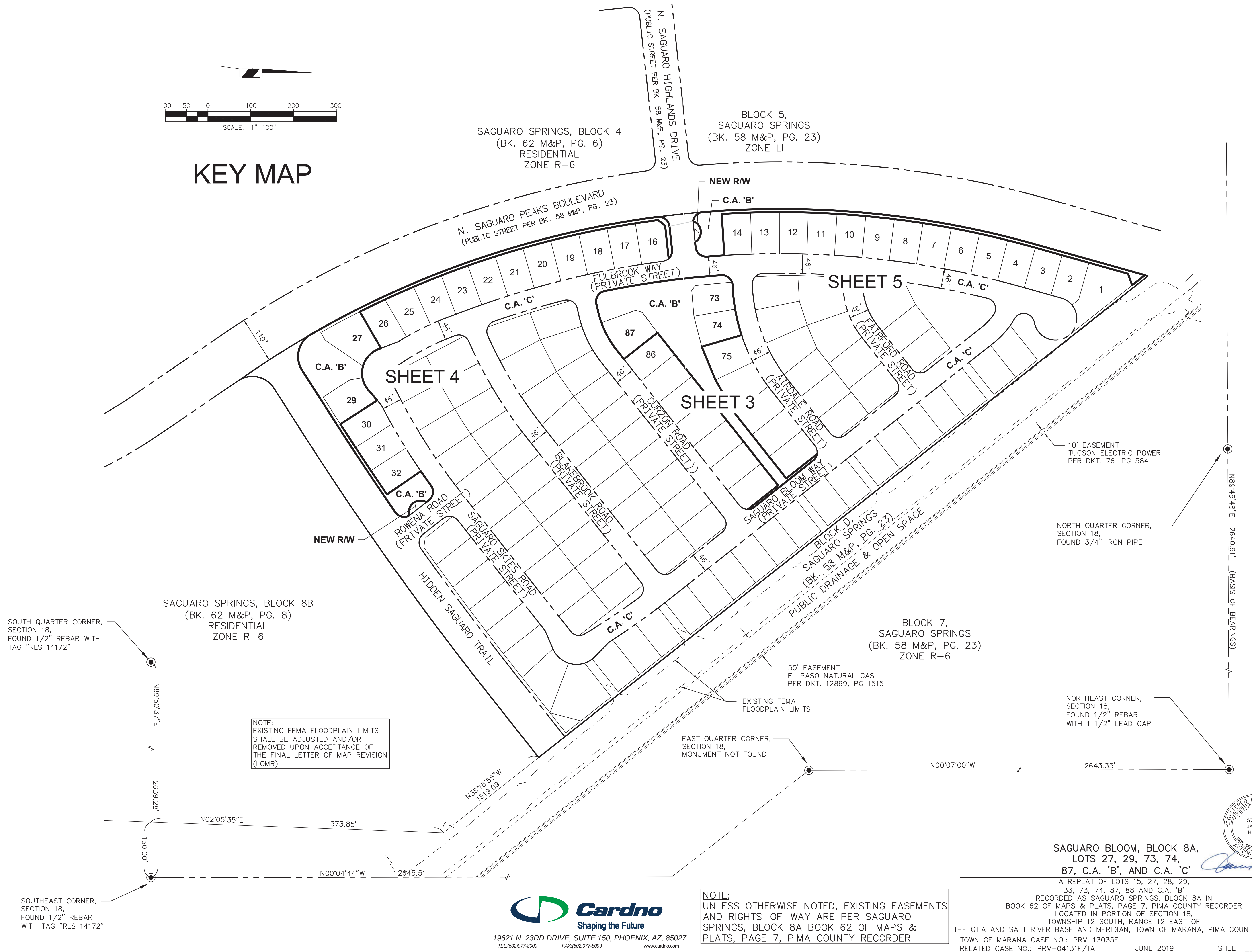
SAGUARO BLOOM, BLOCK 8A, LOTS 27, 29, 73, 74, 87, C.A. 'B', AND C.A. 'C'

A REPLAT OF LOTS 15, 27, 28, 29, 33, 73, 74, 87, 88 AND C.A. 'b' RECORDED AS SAGUARO SPRINGS, BLOCK 8A IN BOOK 62 OF MAPS & PLATS, PAGE 7, PIMA COUNTY RECORDER LOCATED IN PORTION OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA TOWN OF MARANA CASE NO.: PRV-13035F RELATED CASE NO.: PRV-04131F/1A

SEQUENCE NO. _____



KEY MAP



SEQUENCE NO.

J:\Project\4151091000\Survey\Parcel Maps\REPLAT 2016-08-22\4574-8A-PM02.dwg

SAGUARO SPRINGS, BLOCK 5
(BK. 58 M&P, PG. 23)
ZONE LI

N. SAGUARO
HIGHLANDS DR.
(PUBLIC STREET PER
BK. 58 M&P, PG. 23)

SAGUARO SPRINGS, BLOCK 4
(BK. 62 M&P, PG. 6)
RESIDENTIAL
ZONE R-6

N. SAGUARO PEAKS BOULEVARD
(PUBLIC STREET PER BK. 58 M&P, PG. 23)

SEE SHEET
4

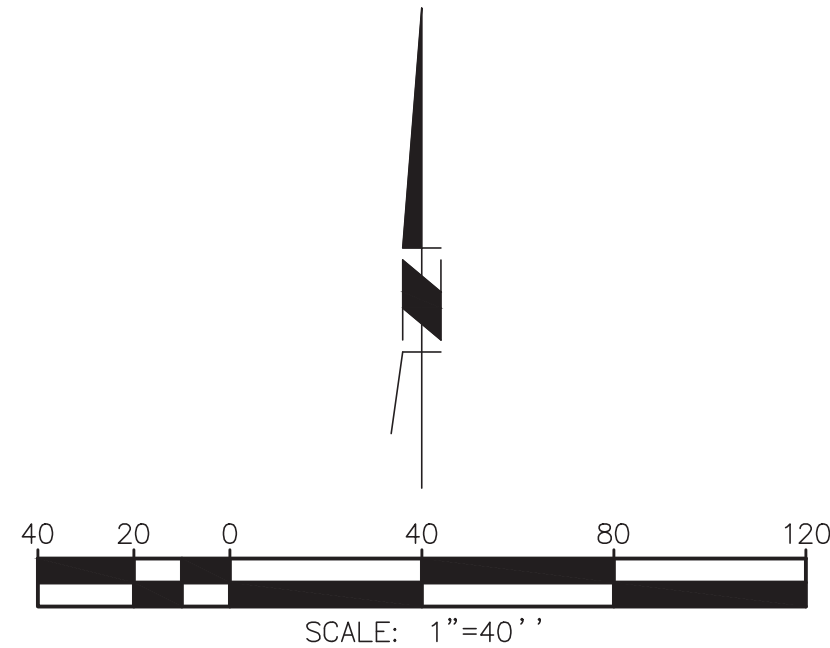
CURVE TABLE						
No.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	25°23'55"	250.00'	110.82'	56.34'	109.92'	N64°23'03"E
C2	36°06'13"	400.00'	252.05'	130.37'	247.90'	N69°44'11"E
C3	3°44'54"	2067.50'	135.26'	67.65'	135.24'	S04°20'55"E
C4	6°41'38"	2067.50'	241.54'	120.91'	241.41'	S09°34'11"E
C5	73°00'09"	25.00'	31.85'	18.50'	29.74'	S32°39'31"W
C6	18°37'44"	25.00'	8.13'	4.10'	8.09'	S78°28'28"W
C7	7°31'57"	423.00'	55.61'	27.85'	55.57'	N84°01'21"E
C8	8°28'18"	423.00'	62.54'	31.33'	62.49'	N76°01'14"E
C9	36°06'14"	423.00'	266.55'	137.87'	262.16'	N69°44'12"E
C10	49°28'06"	25.00'	21.58'	11.52'	20.92'	S76°25'01"W
C11	40°32'09"	25.00'	17.69'	9.23'	17.32'	N58°34'59"W
C12	36°52'12"	25.00'	16.09'	8.33'	15.81'	N19°52'49"W
C13	53°07'48"	25.00'	23.18'	12.50'	22.36'	N25°07'11"E
C14	18°27'57"	227.00'	73.16'	36.90'	72.84'	N60°55'03"E
C15	6°55'58"	227.00'	27.47'	13.75'	27.45'	N73°37'01"E
C16	91°21'43"	25.00'	39.86'	25.60'	35.77'	S57°14'08"E
C17	7°42'43"	2044.50'	275.19'	137.80'	274.98'	S07°41'55"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	N51°41'05"E	27.58'
L2	S77°05'00"W	18.09'
L3	N49°58'56"W	14.21'
L4	N16°39'37"E	16.08'

NOTE:
UNLESS OTHERWISE NOTED, EXISTING EASEMENTS
AND RIGHTS-OF-WAY ARE PER SAGUARO
SPRINGS, BLOCK 8A BOOK 62 OF MAPS &
PLATS, PAGE 7, PIMA COUNTY RECORDER



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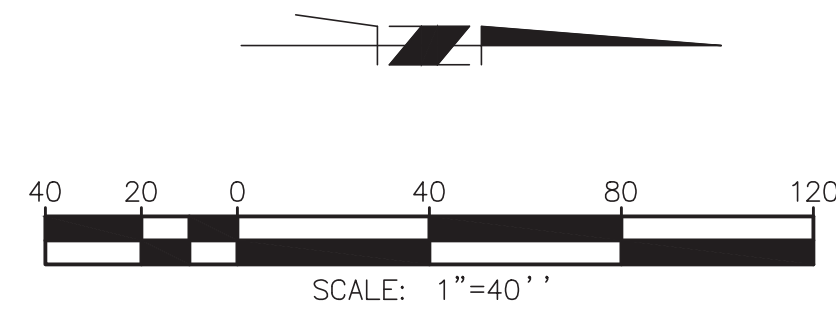


SAGUARO BLOOM, BLOCK 8A,
LOTS 27, 29, 73, 74,
87, C.A. 'B', AND C.A. 'C'

A REPLAT OF LOTS 15, 27, 28, 29,
33, 73, 74, 87, 88 AND C.A. 'B'
RECORDED AS SAGUARO SPRINGS, BLOCK 8A IN
BOOK 62 OF MAPS & PLATS, PAGE 7, PIMA COUNTY RECORDER
LOCATED IN PORTION OF SECTION 18,
TOWNSHIP 12 SOUTH, RANGE 12 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA
TOWN OF MARANA CASE NO.: PRV-13035F
RELATED CASE NO.: PRV-04131F/1A
JUNE 2019
SHEET 3 OF 5



James A. Hart



SAGUARO SPRINGS, BLOCK 4
(BK. 62 M&P, PG. 6)
RESIDENTIAL
ZONE R-6

N. SAGUARO PEAKS BOULEVARD
(PUBLIC STREET PER BK. 58 M&P, PG. 23)

SAGUARO SPRINGS, BLOCK 8B
(BK. 62 M&P, PG. 8)
RESIDENTIAL
ZONE R-6

C.A. 'B'

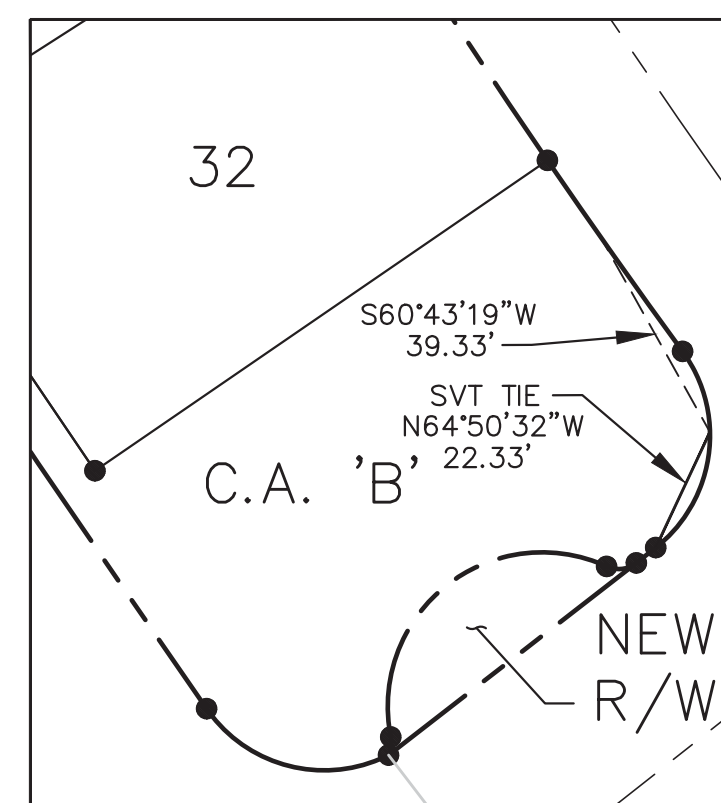
C.A. 'C'

C.A. 'B'

C.A. 'B'

C.A. 'B'

C.A. 'B' NSVT



CURVE TABLE						
No.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C18	2°32'34"	7255.00'	321.97'	161.01'	321.95'	N56°06'57"E
C19	14°20'02"	1400.00'	350.24'	176.04'	349.33'	N58°51'06"E
C20	19°22'13"	600.00'	202.85'	102.40'	201.88'	S30°10'14"E
C21	17°15'32"	1000.00'	301.22'	151.76'	300.09'	N60°18'51"E
C22	14°15'46"	2067.50'	514.67'	258.67'	513.34'	S13°21'15"E
C23	53°33'48"	60.00'	56.09'	30.28'	54.07'	S47°32'25"E
C24	25°45'33"	60.00'	26.97'	13.72'	26.75'	S87°12'05"E
C25	30°37'33"	60.00'	32.07'	16.43'	31.69'	N64°36'22"E
C26	109°56'24"	60.00'	115.13'	85.60'	98.27'	S75°43'58"E
C27	0°08'20"	7208.50'	17.48'	8.74'	17.48'	N57°19'04"E
C28	2°42'38"	2187.50'	103.49'	51.76'	103.48'	N28°01'36"W
C29	19°11'28"	2187.50'	732.70'	369.81'	729.28'	S17°04'32"E
C30	53°07'17"	25.00'	23.18'	12.50'	22.36'	N69°39'52"W
C31	91°15'55"	25.00'	39.82'	25.56'	35.74'	S38°08'32"W
C32	22°27'52"	2195.00'	860.62'	435.91'	855.12'	S18°43'21"E
C33	26°23'23"	2250.00'	1036.32'	527.52'	1027.19'	S19°25'04"E
C34	28°04'58"	2250.00'	1102.81'	562.72'	1091.81'	S20°15'52"E
C35	92°39'28"	60.00'	97.03'	62.85'	86.80'	S76°17'02"E
C36	2°04'03"	7216.00'	260.40'	130.22'	260.39'	N56°21'13"E
C37	82°05'14"	25.00'	35.82'	21.77'	32.83'	N14°16'34"E
C38	37°03'18"	5.00'	3.23'	1.68'	3.18'	N82°50'36"W
C39	1°34'05"	7208.50'	197.28'	98.65'	197.27'	N56°27'52"E
C40	126°06'41"	27.00'	59.43'	53.12'	48.14'	S38°18'55"E
C41	63°03'20"	5.00'	5.50'	3.07'	5.23'	N06°47'15"W
C42	87°47'01"	25.00'	38.30'	24.05'	34.66'	N82°12'25"W
C43	1°38'54"	1423.00'	40.94'	20.47'	40.94'	N54°43'31"E

LINE TABLE		
NO.	BEARING	LENGTH
L5	S20°29'08"E	50.00'
L6	N20°45'31"W	5.93'
L7	N49°17'35"E	32.32'
L8	N57°23'14"E	57.52'
L9	N10°04'51"W	30.00'
L10	N59°54'07"E	20.61'
L11	N38°14'44"E	21.02'
L12	N38°18'55"W	4.32'

NOTE:
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AND RIGHTS-OF-WAY ARE PER SAGUARO
SPRINGS, BLOCK 8A BOOK 62 OF MAPS &
PLATS, PAGE 7, PIMA COUNTY RECORDER

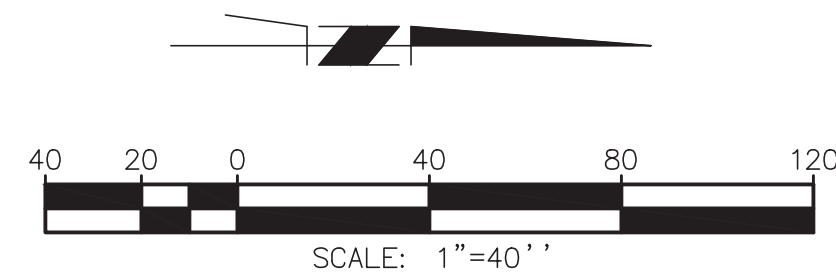
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TOWN OF MARANA CASE NO.: PRV-13035F
RELATED CASE NO.: PRV-04131F/1A
JUNE 2019
SHEET 4 OF 5

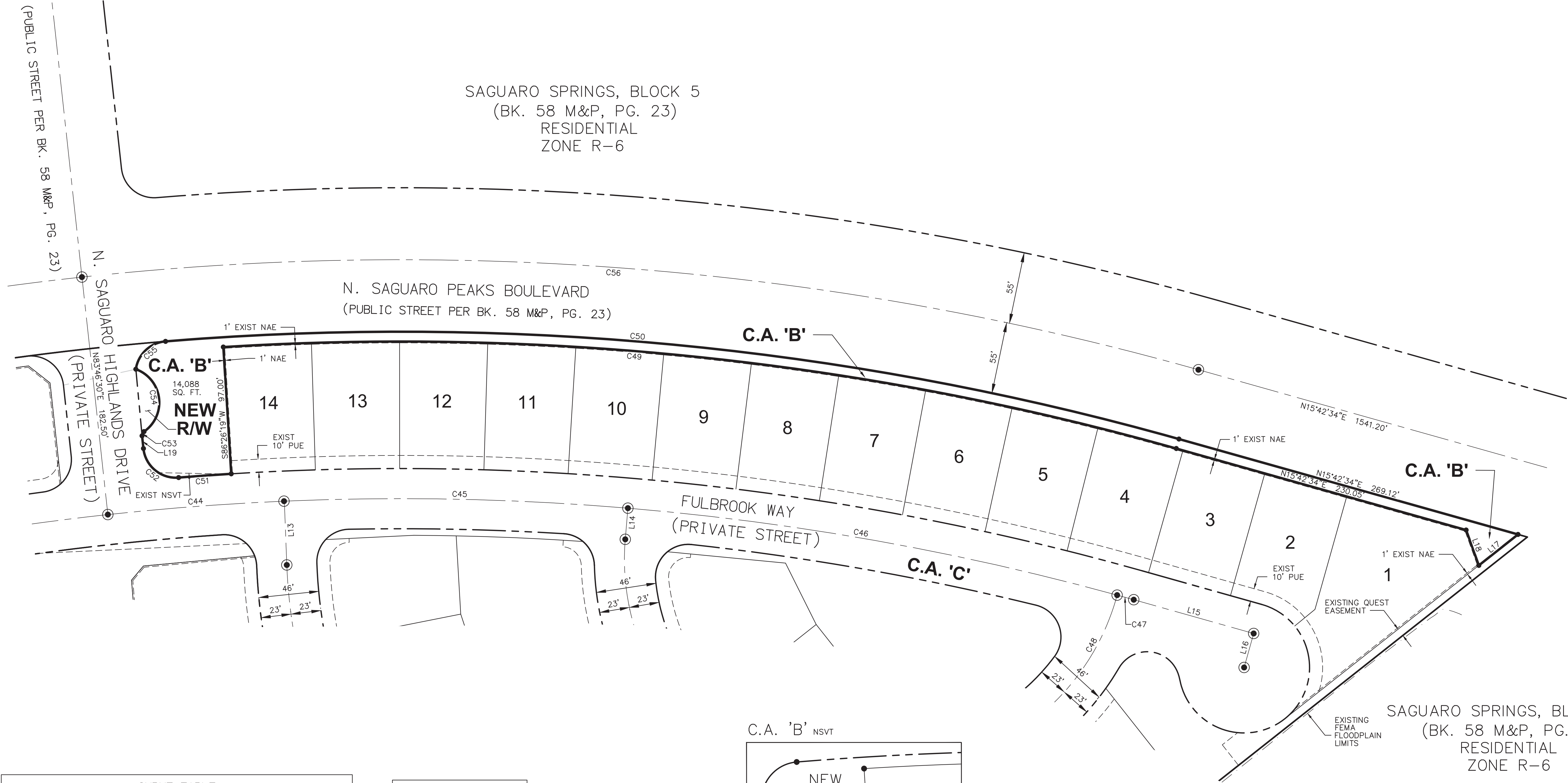


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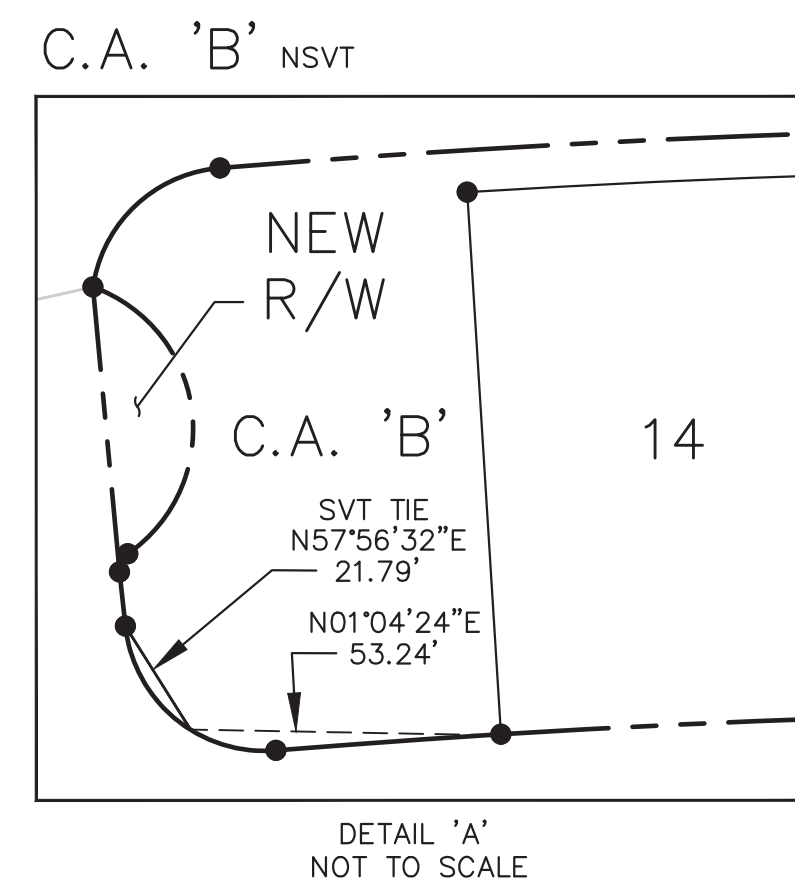
SAGUARO SPRINGS, BLOCK 5
(BK. 58 M&P, PG. 23)
RESIDENTIAL
ZONE R-6



SAGUARO SPRINGS, BLOCK 7
(BK. 58 M&P, PG. 23)
RESIDENTIAL
ZONE R-6

CURVE TABLE						
No.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C44	3°44'54"	2067.50'	135.26'	67.65'	135.24'	N04°20'55"W
C45	7°16'52"	2067.50'	262.73'	131.54'	262.56'	N01°09'58"E
C46	10°32'16"	2067.50'	380.25'	190.66'	379.71'	N10°04'32"E
C47	0°21'54"	2067.50'	13.17'	6.59'	13.17'	S15°31'37"W
C48	36°30'45"	181.00'	115.34'	59.71'	113.40'	N56°34'18"W
C49	19°16'14"	2187.50'	735.73'	371.37'	732.27'	S06°04'27"W
C50	20°24'50"	2195.00'	782.05'	395.22'	777.92'	S05°30'09"W
C51	1°06'15"	2090.50'	40.28'	20.14'	40.28'	S04°06'48"E
C52	88°26'25"	25.00'	38.59'	24.33'	34.87'	N39°33'17"E
C53	61°36'50"	3.50'	3.76'	2.09'	3.59'	S65°25'05"E
C54	125°40'21"	27.00'	59.22'	52.62'	48.04'	S82°33'10"W
C55	76°53'04"	25.00'	33.55'	19.84'	31.09'	S43°08'48"E
C56	21°55'56"	2250.00'	861.28'	435.97'	856.03'	S04°44'36"W

LINE TABLE		
NO.	BEARING	LENGTH
L13	N87°47'19"E	48.80'
L14	S85°11'36"E	23.90'
L15	N15°42'34"E	95.19'
L16	N74°17'26"W	27.00'
L17	N38°18'55"W	38.13'
L18	N70°11'30"E	28.70'
L19	S83°46'30"W	9.72'



NOTE:
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AND RIGHTS-OF-WAY ARE PER SAGUARO
SPRINGS, BLOCK 8A BOOK 62 OF MAPS &
PLATS, PAGE 7, PIMA COUNTY RECORDER



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SAGUARO BLOOM, BLOCK 8A,
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TOWN OF MARANA CASE NO.: PRV-13035F
RELATED CASE NO.: PRV-04131F/1A JUNE 2019 SHEET 5 OF 5



PLANNING & ENGINEERING APPLICATION

1. TYPE OF APPLICATION (Check One)

- | | | | |
|--|---|---|---|
| ☐ Preliminary Plat | ☒ Final Plat | ☐ General Plan Amendment | ☐ Variance |
| ☐ Development Plan | ☐ SWPP | ☐ Landscape Plan | ☐ Native Plant Permit |
| ☐ Specific Plan Amendment | ☐ Conditional Use Permit | ☐ Rezone/Specific Plan | ☐ Native Plant Exception |
| ☐ Significant Land Use Change | ☐ Minor Land Division | ☐ Water Plan | ☐ Annexation |
| ☐ Specific Plan | | | |
| ☐ Improvement Plan (specify type in Description of Project box*) ☐ Other _____ | | | |

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	216-40-035 to 216-40-163			General Plan Designation (To be confirmed by staff)	Medium Density Residential
Gross Area (Acre/Sq. Ft.)	31.81 AC / 1,385,588 SF			Current Zoning (To be confirmed by staff)	R-6
Development/Project Name	Saguaro Bloom Block 8A			Proposed Zoning	R-6
Project Location	A Portion of Section 18, Township 12 South, Range 12 East				
Description of Project*	Partial Replat of Block 8A				
Property Owner	Marana 670 Holdings, LLC				
Street Address	7377 East Doubletree Ranch Road, Suite 100				
City	State	Zip Code	Phone Number	Fax Number	E-Mail Address
Scottsdale	AZ	85258	480-998-2661	480-367-4005	bbaehr@grayhawk.com
Contact Person	Brian Baehr			Phone Number / E-mail 480-998-2661 / bbaehr@grayhawk.com	
Applicant	Michael Baker Jr. INC				
Street Address	2929 N. Central Avenue, Suite 800				
City	State	Zip Code	Phone Number	Fax Number	E-Mail Address
Phoenix	AZ	85012	602-798-7523	602-279-1411	dpottinger@rbf.com
Contact Person	Dan Pottinger, P.E.			Phone Number / E-mail 602-798-7523 / dpottinger@rbf.com	
Agent/Representative					
Street Address					
City	State	Zip Code	Phone Number	Fax Number	E-Mail Address
Contact Person				Town of Marana Business License No.	

3. AUTHORIZATION OF PROPERTY OWNER

I, the undersigned, certify that all of the facts set forth in this application are true to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application and checklist. **(If not owner of record, attach written authorization from the owner.)**

Brian Baehr

Print Name of Applicant/Agent

Signature

09/18/13

Date

Caselog # PRV-13035F

Received on: 9/20/13

CRW# PRV1309-002

Received by: A. Calabro

11555 W. Civic Center Drive, Bldg. A2 • Marana, AZ 85653-7003 • Telephone (520) 382-2600 • Fax (520) 382-2641



Council-Regular Meeting

C4

Meeting Date: 06/18/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-053: Relating to Administration; designating Yiannis Kalaitzidis as the Town of Marana's chief fiscal officer for purposes of submitting the Town's annual expenditure limitation report as required by A.R.S. §41-1279.07 (Jane Fairall)

Discussion:

A.R.S. §41-1279.07 requires each political subdivision to provide to the auditor general by July 31 each year the name of the chief fiscal officer (CFO) designated by the governing board of the political subdivision to submit the current fiscal year's annual expenditure limitation report (AELR). In the past, the Town has accomplished this by filling out the reports requested by the auditor general. However, the auditor general is now requiring that the Town submit documentation of the Council's official designation, in the form of a resolution. The attached resolution appoints the Town's Finance Director, Yiannis Kalaitzidis, as the Town's CFO for purposes of submitting the AELR.

Staff Recommendation:

Staff recommends approval of the resolution appointing Yiannis Kalaitzidis as the Town's CFO for purposes of submitting the AELR.

Suggested Motion:

I move to adopt Resolution No. 2019-053, designating Yiannis Kalaitzidis as the Town of Marana's chief fiscal officer for purposes of submitting the Town's annual expenditure limitation report as required by A.R.S. §41-1279.07.

Attachments

Resolution No. 2019-053

MARANA RESOLUTION NO. 2019-053

RELATING TO ADMINISTRATION; DESIGNATING YIANNIS KALAITZIDIS AS THE TOWN OF MARANA'S CHIEF FISCAL OFFICER FOR PURPOSES OF SUBMITTING THE TOWN'S ANNUAL EXPENDITURE LIMITATION REPORT AS REQUIRED BY A.R.S. §41-1279.07

WHEREAS A.R.S. §41-1279.07 requires each political subdivision to provide to the auditor general by July 31 each year the name of the chief fiscal officer designated by the governing board of the political subdivision to submit the current fiscal year's annual expenditure limitation report; and

WHEREAS the Town Council finds that adopting this resolution designating the Town's Finance Director, Yiannis Kalaitzidis, as the Town's chief fiscal officer for this purpose is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Yiannis Kalaitzidis is hereby designated as the Town of Marana's chief fiscal officer for purposes of submitting the Town's annual expenditure limitation report as required by A.R.S. §41-1279.07, and the Town Clerk and Town Manager are hereby authorized to execute any documentation necessary to provide evidence of Yiannis Kalaitzidis' designation as the Town's chief fiscal officer for this purpose.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C5

Meeting Date: 06/18/2019

To: Mayor and Council

Submitted For: Curt Woody, Director of Economic Development and Tourism

From: Jane Fairall, Deputy Town Attorney

Date: June 18, 2019

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

Principle Statement 2: WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE

Subject: Resolution No. 2019-054: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2019-2020 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "Build Business and Community Relationships." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. The Town and the Chamber have for many years worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 19-20, the Town will provide \$45,000 in funding for the Chamber operation of the Marana Visitor Center, as well as funding of other activities undertaken by the Chamber pursuant to the agreement. Under the agreement, the Chamber will:

1. Operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, observing regular holidays, and will comply with all

regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center.

2. Provide a link to the Town's tourism website for visitor information.
3. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.
4. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution.
5. Organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.
6. Collaborate with the Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.
7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town.
8. Partner with the Marana Film Office on events and activities to promote the film industry in the Town.

The Chamber will monitor and report quarterly on progress in each of these categories.

The term of the agreement is one year, expiring on June 30, 2020.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Y
Amount:	\$45,000

The amount is budgeted in the Bed Tax Fund under account code 22018000.7220.

Staff Recommendation:

Staff recommends approval of the funding agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-054, approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2019-2020 to support the operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

Resolution No. 2019-054
Exhibit A - Funding Agreement

MARANA RESOLUTION NO. 2019-054

RELATING TO ECONOMIC DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2019-2020 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS the Marana Strategic Plan IV includes “Commerce” as a focus area with a principle statement to seek and retain diverse industries and commerce in order to promote sustainable economic health; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for FY 2019-2020, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

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

RECITALS

A. Town has established a need for economic development activities to ensure a sustainable community.

B. Commerce is identified as one of the five focus areas of the Marana Strategic Plan adopted by the Town Council.

C. Chamber operates a Visitor Center and provides other services for the community that provide information about Town's attractions and business services benefitting the Town and its residents.

D. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

E. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits \$45,000 of funding from Town's Fiscal Year 2019-2020 budget to Chamber to assist in funding Chamber's activities under this Agreement.

Section 2. Outputs. Between July 1, 2019 and June 30, 2020, Chamber hereby agrees to provide the following outputs with Town general assistance funding provided under this agreement:

2.1. Chamber will operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, ob-

serving regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

2.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

2.3. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

2.4. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories for its own distribution.

2.5. Chamber will organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

2.6. Chamber will collaborate with Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

2.7. Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town.

2.8. Chamber will partner with the Marana Film Office on events and activities to promote the film industry in the Town.

Section 3. Payments. Town shall pay Chamber in three installments of \$15,000.00 each, once per quarter, except the fourth quarter of Town's fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 4. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 2 of this Agreement. Town may additionally request a written

or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 2 of this Agreement.

Section 5. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

5.1. \$1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

5.2. \$1,000,000 per occurrence business automobile liability (if the Chamber has vehicles).

5.3. \$1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

5.4. State of Arizona minimum workers' compensation coverage (if Chamber has paid staff).

5.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 6. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

6.1. Articles of incorporation.

6.2. Current bylaws.

6.3. List of current members of Chamber's Board of Directors.

6.4. Current fiscal year's budget approved by Chamber's Board of Directors.

6.5. Internal Revenue Service designation letter.

Section 7. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 5 above or to Chamber's corporate documentation listed in Section 6 above shall be provided to the Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 5 above or that in the Town's reasonable opinion materially affect the Chamber's ability to deliver the outputs set forth in Section 2 above constitute default for which Town may with-

hold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 8. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 10 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 8.1 and 8.2 below.

8.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

8.2. Arbitration. If mediation (paragraph 8.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 9. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 10. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13881 North Casa Grande Highway
Marana, Arizona 85653

Section 11. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 12. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 13. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 14. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 15. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 16. Time Essence. Time is of the essence for purposes of this Agreement.

Section 17. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 18. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 19. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 20. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 22. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 23. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 24. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 26. Interpretation. This Agreement has been negotiated by Town and Chamber, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 27. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 28. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 29. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 30. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 31. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on July 1, 2020, unless sooner terminated by the mutual consent of the Parties.

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

Chamber:
MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Ed Honea, Mayor

By: _____
Printed: _____

Date: _____

Its: _____
Date: _____

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBITS

- A. Payment Request Form
- B. Quarterly Report Form



TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2019-2020)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: _____ Title: _____

Authorized by: _____
Authorized Signer _____ Date: _____

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: \$ _____

+ / - Adjustments (Program Income/Other): \$ _____

Net Request This Period: \$ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	\$ 45,000.00	\$ -0-	\$ -0-	\$ 45,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	\$	\$	\$	\$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: ☐ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana

Quarterly Report – Exhibit B

Fiscal Year 2019-2020

Agency Name: Marana Chamber of Commerce, Inc.

Project: Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1- September 30 2019	October 1- December 31 2019	January 1- March 31 2020	April 1- June 30 2020	Year-to-Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Membership Directories. Data Source: Chamber records						
Output: The Chamber will distribute 5,000 Marana maps to area merchants, visitor centers, and attractions. Data Source: Chamber records						
Output: The Visitor's Center will operate the Monday – Friday, 8:30 am – 4:30 pm observing regular holidays. Data Source: Calendar						
Output: The Chamber will track the number of hits on the Visitor section on its website. Data Source: Website Counter						
Output: The Visitor's Center will track the number of visitors to the center. Data Source: Chamber records						



Council-Regular Meeting

C6

Meeting Date: 06/18/2019

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-055: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for provision of video-court hearings of municipal prisoners for 2019-2020 (Laine Sklar)

Discussion:

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

The attached IGA is substantially the same as the IGA approved by the Council for 2018-2019.

This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one year term, from July 1, 2019 to June 30, 2020, and may be extended for an additional four years.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$15,000

This amount is budgeted under the Courts code 10032000.6125

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2019-055, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for the provision of video-court hearings of municipal prisoners for 2019-2020.

Attachments

Resolution No. 2019-055
FY 2020 Video Court IGA

MARANA RESOLUTION NO. 2019-055

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2019-2020

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

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

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

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

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

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

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

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

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

1. The County of Pima's Sheriff's Department Corrections Bureau shall provide the Town of Marana's Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Center (PCADC).
2. PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the courtroom, providing clerical support for court documentation and faxing required documentation back to MMC.
3. MMC shall fax PCADC's Records Unit appropriate documentation on each MMC defendant prior to the defendant leaving the video court session.
4. Each video court session will be held week days beginning at 1200 hours. This session both Town and County agree that this schedule may be changed based on either party's need for more video court time, or based on other factors that could require a different schedule. MMC shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.
5. Town of Marana will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour per scheduled day for security. The current salary rate for

these employees is:

Corrections Officer (1 hour)	\$33.29
Total for three hours:	\$99.87

6. "Town of Marana Prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.
7. Criteria and Rules Governing Billing:
 - a. A "billable video-court session" is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.
 - b. Should a "billable video-court session" not occur in any given day, the Town of Marana will not be billed that day.
 - c. The Town of Marana will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.
8. Criteria for Assessment of Billing:
 - a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.
 - b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.
9. County will submit a statement of Town of Marana video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

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

agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

10. This Agreement shall cover the time period from July 1, 2019 through and including June 30, 2020. This Agreement may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension of this Agreement shall be by written amendment executed by the governing bodies of the parties.
11. Neither party shall be obliged to the other party for any costs incurred pursuant to this Agreement, except as herein provided.
12. Nothing in this Agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the signing parties hereto.
13. To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees. Each party represents that it shall maintain for the duration of this Agreement, policies of public liability insurance covering all of their operations undertaken in implementation of this Agreement, providing bodily injury limits of not less than Five Hundred Thousand Dollars (\$500,000) for any one person, of not less than One Million Dollars (\$1,000,000) for any one occurrence, and property damage liability to a limit of not less than One Hundred Thousand Dollars (\$100,000). The parties may fulfill the obligations of this Article by programs of self-insurance equivalent in coverage.
14. The parties agree to be bound by arbitration, as provided in Arizona Revised Statutes, § 12-1501 et. seq. to resolve disputes arising out of this Agreement where the sole relief sought is monetary damage of \$50,000 or less, exclusive of interest and costs.
15. Notwithstanding any other provision in this Agreement, this Agreement may be terminated with thirty days notice, if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, County shall have no further obligation to the Town other than for services already provided.
16. Either party may, at any time and without cause, cancel this Agreement by providing ninety (90) days written notice of intent to cancel.
17. This Agreement is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511.
18. Each party to this Intergovernmental Agreement shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement shall be brought in a court of the State of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

19. TOWN and COUNTY will not discriminate against any TOWN or COUNTY employee, client or any other individual in any way involved with the TOWN or COUNTY, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. TOWN and COUNTY agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.
20. Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
21. This document constitutes the entire Intergovernmental Agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment executed by the parties' governing bodies.

SIGNED AND ATTESTED THIS _____ DAY OF _____ 2019,

ATTEST:

TOWN OF MARANA, a municipal corporation

Town of Marana Clerk

Mayor

ATTEST:

PIMA COUNTY, a body politic

Clerk, Board of Supervisors

Chair, Board of Supervisors

Date

Date

APPROVED AS TO FORM AND
LEGAL AUTHORITY:

APPROVED AS TO FORM AND
LEGAL AUTHORITY:

Town of Marana Attorney



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



Council-Regular Meeting

C7

Meeting Date: 06/18/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-056: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2019 through June 30, 2020 (Jane Fairall)

Discussion:

For many years, the Town of Marana and Pima County have had an intergovernmental agreement (IGA) which sets forth a fee schedule for the payment of the costs associated with the incarceration of Town municipal prisoners at the Pima County Jail. The IGA typically expires at the end of each fiscal year.

The proposed IGA is for the time period of July 1, 2019 through June 30, 2020. Under the IGA, the Town's costs for the first day of prisoner incarceration would increase from \$324.98 to \$348.81. The rate for each additional day thereafter will increase from \$99.79 per day to \$102.84 per day.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$250,000

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2019-056, approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2019 through June 30, 2020.

Attachments

Resolution No. 2019-056
Exhibit A - IGA

MARANA RESOLUTION NO. 2019-056

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide for payment by the Town for the costs of incarcerating Town municipal prisoners at the Pima County Adult Detention Center (PCADC); and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2019 through June 30, 2020, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF MARANA
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and the Town of Marana, a municipal corporation (“Town”) pursuant to A.R.S. § 11-952.

Recitals

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

County and Town desire to enter into an agreement to incarcerate Town’s municipal prisoners in the Pima County Adult Detention Complex (“PCADC”).

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town’s municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

“Town municipal prisoner” shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity’s warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of \$348.81. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Marana Court or other locations, only as ordered by Town of Marana Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of \$348.81 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay \$102.84 per day. The two rates are applicable to the period July 1, 2019 through June 30, 2020. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.
2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.
3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town of Marana Court. Costs for incarceration shall cease under the guidelines established under the definition of “billable day.” For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of “modified billable day.”
2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of “billable day” among those jurisdictions from which the joint custody arises.
3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.
4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the

monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2019 through June 30, 2020 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

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

VIII. Insurance

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

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If required by law, workers' compensation coverage including employees' liability coverage.

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

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

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

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

XII. ADA

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

XIII. Severability

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

XIV. Conflict of Interest

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

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts,

obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

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

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF MARANA
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. Entire Agreement

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

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

TOWN OF MARANA

Chairman, Board of Supervisors

Mayor

Date

Date

Clerk, Board of Supervisors

Town of Marana Clerk

Date

Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

TOWN OF MARANA



Deputy County Attorney

Town of Marana Attorney



Council-Regular Meeting

C8

Meeting Date: 06/18/2019

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-057: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute Amendment Two to the Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program for federal fiscal years 2017-2022 (Lisa Shafer)

Discussion:

As a designated "Urban County", Pima County serves as the sponsoring agency for distribution of Community Development Block Grant (CDBG) and HOME Program funding under the U.S. Department of Housing and Urban Development's (HUD) Housing and Community Development Act of 1974. Every three years, Pima County is required to re-qualify as an Urban County in the CDBG Program. This re-qualification process requires that Pima County, as the sponsoring agency, enter into an Intergovernmental Cooperative Agreement with participating jurisdictions to meet the requirements of HUD's Housing and Community Development Act of 1974.

Incorporated political jurisdictions within the County may elect to either join with the County or compete for funds independently of the County if their population is greater than 50,000. Joining with the County under this reapplication process automatically qualifies the Town of Marana to participate in the CDBG and HOME Programs. The Town of Marana is not eligible to compete independently until we have reached a population of 50,000. We are currently in the beginning phases of researching what it would entail to do our own CDBG program in the event the 2020 census identifies our population to be greater than 50,000.

In 1987, the Town of Marana signed the first partnership agreement and began receiving CDBG and HOME funding through Pima County. Funding is currently being used for

housing rehabilitation and emergency repair, neighborhood cleanups, as well as funding a portion of two FTE's for program administration and repair work.

On June 7, 2016 the Town Council approved Resolution 2016-055, authorizing the Mayor to execute the Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program for federal fiscal years 2017-2019. This agreement was fully executed by both parties. Amendment Two would simply extend the original IGA to Federal Fiscal Year 2022, expiring on June 30, 2023. Staff believes that if the Town is to reach the required population of 50,000, these additional three years will give the Town the time it needs to put together the required five-year plan as well and the policy and procedures needed to begin a new independent program.

Financial Impact:

Fiscal Year: 2021-2023
Budgeted Y/N: Y
Amount: Unknown at this time

The Town will continue to budget to receive CDBG funding from Pima County for the Town's CDBG programs.

Staff Recommendation:

Staff recommends that Amendment Two to the Intergovernmental Cooperative Agreement be approved.

Suggested Motion:

I move to adopt Resolution No. 2019-057, approving and authorizing the Mayor to execute Amendment Two to the Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and HOME Investment Partnership Program for federal fiscal years 2017-2022.

Attachments

Resolution No. 2018-057
CDBG Cooperative Agreement Amendment Two
Original 2016 Agreement

RESOLUTION NO. 2019-057

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT TWO TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2017-2023

WHEREAS Pima County and the Town of Marana may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq.*; and

WHEREAS on June 7, 2016, the Town Council approved Resolution 2016-055, authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between Pima County and the Town of Marana to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments to obtain federal funding for the Community Development Block Grant Program (CDBG) and the HOME Investment Partnership Program for federal fiscal years 2017, 2018, and 2019; and

WHEREAS on September 6, 2016, the Town Council approved Resolution 2016-087, authorizing the Mayor to execute Amendment One to the Intergovernmental Cooperative Agreement changing the term dates of the original agreement to July 1, 2017 through June 30, 2020; and

WHEREAS Amendment Two to the Intergovernmental Cooperative Agreement extends the term of the original agreement through federal fiscal year 2023; and

WHEREAS the Mayor and Council of the Town of Marana finds it is in the best interest of the residents of the Town of Marana to perform CDBG and HOME housing and community development activities jointly and pursuant to the provisions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Amendment Two to the Intergovernmental Cooperative Agreement between the Town of Marana and Pima County, attached to and incorporated by reference in this resolution as Exhibit A, is hereby approved and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Pima County Community Development and Neighborhood Conservation Department

Project: Community Development Block Grant and HOME Investment
Partnership Cooperative Agreement

Contractor: Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

Amount: No Cost

Contract No.: CT 16*187

Funding: U.S. Department of Housing and Urban Development

Term:	July 1, 2020 to June 30, 2023			
DUNS No.:	098034143			
Research or Development:	☐ Yes ☒ No			
Federal Contract No.:	N/A			
Required Match:	☐ Yes ☒ No	Match Amount:	N/A	
Indirect Cost Rate:	☐ Federal	☐ NICR	☐ de minimis	☒ None
Status of Contractor:	☐ Subrecipient		☒ Contractor	

Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana, Arizona, a municipal corporation in the State of Arizona ("Town") entered into the above-referenced Agreement to acknowledge and comply the requirements established by the U.S. Department of Housing and Urban Development ("HUD") for a Cooperative Agreement between jurisdictions of an Urban County.

AMENDMENT TWO**RECITALS**

- A. County may receive HUD Entitlements including Community Development Block Grant ("CDBG") funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383) ("the Act") and under the HOME Investment Partnership Program ("HOME") for **federal fiscal years 2020, 2021, and 2022** (County fiscal years 2021 through 2023).
- B. County is currently scheduled to requalify for Urban County program status for federal fiscal years 2020, 2021 and 2022. . As part of the requalification process, County must, prior to July 19, 2019, submit a copy of the Cooperative Agreement or an amendment to the existing Cooperative Agreement setting forth the terms and conditions of the use of CDBG, HOME and other applicable HUD funds as an Urban County.
- C. County and Town have an existing Cooperative Agreement ("IGA" or "Agreement") covering federal fiscal years 2017, 2018 and 2019.
- D. Paragraph 1.2.3 of this Agreement provides that the Agreement may be extended for additional three (3) year periods.
- E. The Parties wish to continue to operate as an Urban County and, therefore, to extend the Agreement through June 30, 2023 for the next HUD funding program cycle.

NOW THEREFORE, the parties, agree to amend the IGA as follows:

1. **SECTION 1.0 -- TERM, EXTENSIONS AND AMENDMENTS**, is amended as follows:

1.1. Paragraph 1.1 is amended:

1.1.1. To extend the term of the Agreement through June 30, 2023. :

1.1.2. The last sentence is amended to read:

This Agreement covers CDBG and HOME funding for federal fiscal years 2017 through 2022.

2. **SECTION 6.0 – COMPLIANCE WITH LAWS, paragraph 6.3.3** is amended to read:

Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, “Disclosure of Lobbying Activities);

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

3. **SECTION 12.0, NOTICE**, is amended to change the contact information as follows:

County:

Daniel Tylutki, Interim Director
Pima County Community Development and
Neighborhood Conservation
2797 East Ajo Way
Tucson, Arizona 85713

Town:

Jamsheed Mehta, Town Manager
Marana Town Hall
11555 West Civic Center Drive
Marana, Arizona 85653

All other provisions of the Agreement, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

The effective date of this amendment is July 1, 2020.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

TOWN OF MARANA

Chairman, Board of Supervisors

Ed Honea, Mayor

Date: _____

Date: _____

ATTEST

ATTEST

Clerk of the Board Date

Town Clerk Date

APPROVED AS TO CONTENT:

Director, Community Development
and Neighborhood Conservation

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

The undersigned Deputy County Attorney reaffirms the statements set forth in the "Opinion of Deputy County Attorney" attached to the original Agreement executed by Pima County on June 21, 2016.

Karen S. Friar, Deputy County Attorney

Town Attorney

Amendment No.:

AMS Version No.:

Effective Date:

New Termination Date:

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment:

Funding Source(s):

Cost to Pima County General Fund: \$

Contact: Daniel Tylutki, Program Manager

Department: Community Development & Neighborhood Conservation

Telephone: 724-6754

Department Director Signature/Date:

Margaret M. Kue 06/10/2016

Deputy County Administrator Signature/Date:

J. P. [Signature] 6-10-16

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. DeChateau 6/13/16

NO. CTN-CD-16-187

AMENDMENT NO. _____

This number must appear on all
 invoices, correspondence and
 documents pertaining to this
 contract.

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
 NEIGHBORHOOD CONSERVATION DEPARTMENT**

Program/Project Name:	Community Development Block Grant and HOME Investment Partnership Cooperative Agreement
Awardee:	Town of Marana 11555 W. Civic Center Drive Marana, AZ 85653
DUNS No.:	098034143
Contract Term:	July 1, 2016 – June 30, 2019
Amount:	No Cost
Funding:	U.S. Department of Housing and Urban Development
Federal Contract No.	N/A
Award Date:	N/A

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and the Town of Marana, AZ, a municipal corporation in the State of Arizona (“Town”) to acknowledge and comply the requirements established by the U.S. Department of Housing and Urban Development (“HUD”) for a Cooperative Agreement between jurisdictions of an Urban County.

RECITALS

- A. County may receive HUD Entitlements including Community Development Block Grant (“CDBG”) funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383) (“the Act”) and under the HOME Investment Partnership Program (“HOME”) for **federal fiscal years 2017, 2018, and 2019.**
- B. With cooperation of Town and other incorporated jurisdictions within Pima County, County receives and agrees to utilize these CDBG, HOME and other applicable HUD funds as an Urban County and must, therefore, enter into a Cooperative Agreement for undertaking activities using such funds.
- C. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*
- D. Both County and Town are authorized by law to engage in affordable housing and community development activities.
- E. The Pima County Board of Supervisors and the Marana Town Council both find that it is in the best interests of their residents, to enter into this IGA to engage in CDBG and HOME affordable housing and community development activities pursuant to the provisions of this IGA.
- F. Pima County is designated as an Urban County and will act as the sponsoring agency to administer and implement the terms and conditions of the CDBG and HOME grants in accordance with applicable federal, state and local laws.

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

1.0 TERM, EXTENSIONS AND AMENDMENTS

- 1.1 This Agreement, will commence on July 1, 2016 and will terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Agreement. **This Agreement covers CDBG and HOME funding for federal fiscal years 2017, 2018 and 2019.**
- 1.2 This Agreement may be amended to extend the term in order to:
 - 1.2.1 Complete activities funded, but not completed;
 - 1.2.2 Expend Program Income ("PI") received, but not expended prior to the termination date; or
 - 1.2.3 To continue the Agreement for additional three (3) year periods.
- 1.3 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.4 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.5 The terms of this Agreement will survive and remain in effect during any period that Town has control over CDBG or HOME funds, including program income.
- 1.6 The parties agree that fully executed amendment(s) to this IGA will be entered into as required or necessary to:
 - 1.6.1 Implement a detailed and formulated comprehensive plan and program for CDBG and HOME activities;
 - 1.6.2 Comply with any grant agreement received from HUD;
 - 1.6.3 Comply with the regulations issued pursuant to the Act;
 - 1.6.4 To meet the requirements for Cooperative Agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the Urban County is scheduled.

2.0 SCOPE OF SERVICES

- 2.1 Urban County. The parties acknowledge and agree that Pima County is an Urban County as established in the Urban County Qualification Notice. As recipient of the CDBG and HOME funds on behalf of the Urban County, County is the designated sponsoring agency.
- 2.2 County obligations. County will perform activities required of a sponsoring agency, including, but not limited to:
 - 2.2.1 Administer and implement the CDBG and HOME programs for both County and Town;
 - 2.2.2 Assume full responsibility for:
 - 2.2.2.1 The execution of any grant agreement received pursuant to the Community Development and Housing Consolidated Plan approved pursuant to 24 CFR Part 91 ("the Consolidated Plan")
 - 2.2.2.2 The execution of the housing and community development programs;
 - 2.2.2.3 Performance pursuant to the Consolidated Plan;
 - 2.2.2.4 Ensuring the Town takes actions necessary for accomplishment of the community development program; and
 - 2.2.2.5 Meeting applicable federal legislation and regulations and state and local laws.
 - 2.2.3 Assume all the obligation of applicant for:

- 2.2.3.1 Assistance under the Act and any subsequent amendments;
- 2.2.3.2 Three-year certifications as required by HUD; and
- 2.2.3.3 The Consolidated Plan.
- 2.2.4 Plan and undertake community development projects in unincorporated Pima County and within the boundaries of the Town of Marana;
- 2.2.5 In consultation with Town and other participating jurisdictions, prepare the Consolidated Plans as required by HUD; and
- 2.2.6 Prepare the required amendment(s) to the IGA, as set forth in paragraph 1.6 and provide to Town for execution.

2.3 Town Obligations.

- 2.3.1 As part of the Urban County, Town agrees that County is delegated the power to plan and undertake community development projects within its jurisdiction and that County will have the final responsibility for selecting all CDBG and HOME projects in accordance with the approved Consolidated Plan.
- 2.3.2 Pursuant to 24 CFR §570.501(b), Town is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR § 570.503
- 2.3.3 Upon execution of this IGA, Town will:
 - 2.3.3.1 Not apply for CDBG funds from the State of Arizona Small Cities Program;
 - 2.3.3.2 Not participate in a HOME consortium, except through the Urban County during the period in which it is participating in the Urban County's CDBG Program;
 - 2.3.3.3 Fully cooperate with County in all CDBG and HOME efforts under this IGA;
 - 2.3.3.4 Assist County in doing and all things required or appropriate to comply with the provisions of any grant agreement received by County pursuant to the Act and its regulations;
 - 2.3.3.5 Undertake, or assist in undertaking, community renewal and low- and moderate-income housing assistance activities if, at any time, County lacks authority to perform such an activity within the Town's boundaries; and
 - 2.3.3.6 Not take any actions to impede County's compliance with the Urban County Fair Housing Certification.

2.4 Mutual Obligations.

- 2.4.1 The primary objective of Title I of the Act is to develop viable urban communities by providing decent housing and suitable living environments and expanding opportunities. These efforts will principally be accomplished for the benefit of persons of low- and moderate-income, as defined by HUD.
- 2.4.2 Town and County cooperate in undertaking community renewal and low- and moderate-income housing assistance activities, specifically urban renewal and publicly assisted housing in qualifying areas.
- 2.4.3 Consolidated Plan. To qualify for funds under the Act, a Consolidated Plan must be submitted to and approved by HUD.
 - 2.4.3.1 Town and County will cooperate in the development of the required Consolidate Plans for submission to HUD.

- 2.4.3.2 Town and County agree to abide by the terms and conditions of any approved Consolidated Plan for housing and community development activities as submitted to HUD.
- 2.4.3.3 Neither Town nor County will have the power to veto or otherwise restrict or withhold the support given by County or Town to the activities proposed in the Consolidated Plan for any program year covered by this IGA.
- 2.4.4 Civil Rights Demonstrations. Within their respective jurisdictions, Town and County:
 - 2.4.4.1 Have adopted and are enforcing policies prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
 - 2.4.4.2 Have a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.
- 2.5 Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the Urban County is scheduled will automatically terminate this Agreement following the expenditure of all CDBG and HOME funds allocated for use in Town's jurisdiction.

3.0 FUNDING

- 3.1 **The terms of this IGA will apply to Town if, and only if, Town requests and receives CDBG or HOME funding awarded to the Urban County for activities within the boundaries of Town under the terms of this IGA.**
- 3.2 In the event that Town does not comply with a federal prerequisite in order for funds to be expended in its jurisdiction, Town's share will be allocated by County to other entities who qualify under the provisions of the Act.
- 3.3 County will not provide CDBG or HOME funds to Town, if Town does not affirmatively further fair housing within its own jurisdiction.
- 3.4 Nothing in this IGA will be construed as limiting in any manner the powers of either party to initiate and complete a local project within its respective jurisdiction with its own funds.

4.0 INSURANCE

Town and County will maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.

5.0 INDEMNIFICATION

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

6.0 COMPLIANCE WITH LAWS

- 6.1 Town and County will carry out all CDBG and HOME funded activities under this IGA in accordance with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 6.2 Town and County will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except Town does not assume:
 - 6.2.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 6.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 6.3 Town and County each warrant that CDBG and HOME funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 6.3.1 Political activities;
 - 6.3.2 Inherently religious activities;
 - 6.3.3 Lobbying;
 - 6.3.4 Political patronage; or
 - 6.3.5 Nepotism activities.
- 6.4 In the administration and management of CDBG and HOME projects undertaken within the Town of Marana, Town and County will comply with the applicable provisions of:
 - 6.4.1 Title VI of the Civil Rights Act of 1964;
 - 6.4.2 Fair Housing Act;
 - 6.4.3 Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974.
 - 6.4.4 National Environmental Policy Act,
 - 6.4.5 Uniform Relocation Act,
 - 6.4.6 Section 504 of the Rehabilitation Act of 1973; and
 - 6.4.7 All rules and regulations applicable to the Acts set forth above.
- 6.5 Town and County will affirmatively further fair housing within their respective jurisdictions.
- 6.6 Town will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

7.0 ASSIGNMENT

Neither party will not assign its rights to this Agreement in whole or in part, without prior written approval of the other party. This IGA will be binding upon the parties hereto, their successors and assignees. Any assignment of Agreement will be void without the consent of the other party.

8.0 NON-DISCRIMINATION

- 8.1 Town and County agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

- 8.2 During the performance of this contract, Town and County will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9.0 AMERICANS WITH DISABILITIES ACT

Town and County will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. Failure to do so could result in the termination of this Agreement.

10.0 CANCELLATION FOR CONFLICT OF INTEREST

- 10.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 10.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

11.0 NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

12.0 NOTICE

Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

<u>County:</u>	<u>Town:</u>
Margaret Kish, Director Pima County Community Development and Neighborhood Conservation 2797 E. Ajo Way Tucson, AZ 85713	Gilbert Davidson, Town Manager Town of Marana 11555 W. Civic Center Drive Marana, AZ 85653

13.0 RECORDS

All records of County and of Town related to this IGA, the Consolidated Plan and any projects undertaken pursuant thereto will, upon reasonable notice, be available for inspection by HUD, County, and/or Town auditors, during normal business hours.

14.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

15.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

16.0 ENTIRE AGREEMENT

- 16.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 16.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 16.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

Sharon Branson

Chair, Board of Supervisors

Date: JUN 21 2016

ATTEST

Ruben Brigode

Clerk of the Board

Date: JUN 21 2016

APPROVED AS TO CONTENT:

Margaret M. Kuhl 06/09/2016

Director, Community Development
and Neighborhood Conservation

TOWN OF MARANA

Ed Honea, Mayor

Date: _____

ATTEST

Town Clerk

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

PIMA COUNTY:

Karen S. Friar
Karen S. Friar, Deputy County Attorney

TOWN OF MARANA:

Frank Cassidy, Town Attorney

16.0 ENTIRE AGREEMENT

- 16.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 16.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 16.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

Chair, Board of Supervisors

Date: _____

ATTEST

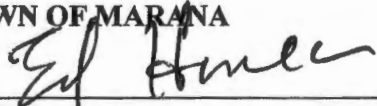
Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

Director, Community Development
and Neighborhood Conservation

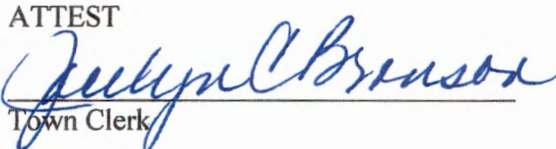
TOWN OF MARANA



Ed Honea, Mayor

Date: 6-7-16

ATTEST



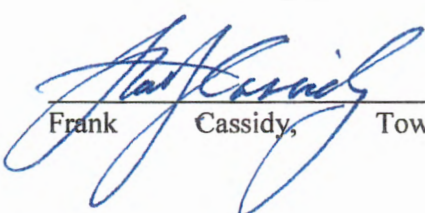
Town Clerk

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

PIMA COUNTY:

FOR Karen S. Friar, Deputy County Attorney

TOWN OF MARANA:



Frank Cassidy, Town Attorney

OPINION OF DEPUTY COUNTY ATTORNEY

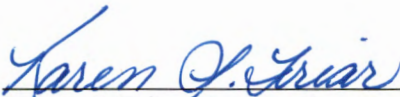
INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF MARANA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM

I am an Attorney at Law admitted to practice in the State of Arizona and a duly appointed Deputy County Attorney for the County of Pima.

I have examined the Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant Program and Home Investment Partnership Program entered into by and between the County of Pima and the Town of Marana, pursuant to Title I of the Housing and Community Development Act of 1974, and I am of the opinion that the Agreement has been duly authorized by the Board of Supervisors of the County of Pima in accordance with State and local legal requirements.

I am further of the opinion that the names and provisions of the agreement are authorized under state and local law and that Pima County is authorized to enter into this agreement pursuant to state and local law.

To the best of my knowledge, there is no pending or threatened litigation affecting the implementation of the Urban Agreement or the ability of the County of Pima to be the applicant for funding as an Urban County under Title I of the Housing and Community Development Act of 1974, as amended.



Karen S. Friar, Deputy County Attorney
Pima County Attorney's Office
Civil Division



Council-Regular Meeting

C9

Meeting Date: 06/18/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2019.013: Relating to Business Regulations; repealing Town Code Chapter 9-9 (Cable Television) and replacing it with Town Code Chapter 9-9 (Video Services) to conform to Arizona Revised Statutes Title 9 Chapter 13 as adopted by Laws 2018 Chapter 331 (Senate Bill 1140); and adopting the Uniform Video Services License Agreement and the Application and Affidavit for Uniform Video Service License (Frank Cassidy)

Resolution No. 2019-058: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the Application and Affidavit for Uniform Video Service License and Uniform Video Service License Agreement forms adopted by Marana Ordinance No. 2019.013 (Frank Cassidy)

Discussion:

In 2018, the Arizona Legislature adopted Senate Bill 1140 (Laws 2018 Chapter 331), which is now codified in the Arizona Revised Statutes at Title 9 Chapter 13 (A.R.S. § 9-1401 et seq.), requiring the creation of a state-wide uniform video services license agreement and application form and requiring all Arizona municipalities to adopt them no later than July 1, 2019. The League of Arizona Cities and Towns has developed the uniform license agreement and application form, which are attached as Exhibit A and Exhibit B, respectively, to the proposed resolution.

Senate Bill 1140 gives any existing cable company serving a municipality (an "incumbent cable operator") the right to replace its existing cable license with the uniform video services license agreement, and allows any new cable company to operate in a municipality under the terms of the uniform video services license agreement. Senate Bill 1140 dictates the terms of the license agreement and application.

Comcast is the Town's incumbent cable operator under a franchise (license) issued in 2003, which expired on September 18, 2018. By that time, Senate Bill 1140 had become law. Comcast has operated since September 18 as if the 2003 license had never lapsed, paying all fees and complying with all terms of the 2003 license, apparently in anticipation of opting to exercise its right to enter into the uniform video license agreement.

Senate Bill 1140 preempts all local cable regulations except in situations where an incumbent cable operator with an existing license opts to keep its old license. Because Comcast's 2003 license expired in September, Marana has no incumbent cable operator with a license. As a result, all future video service licenses issued by the Town will be in the form of the Uniform Video Service License and will be subject only to the regulations permitted by Senate Bill 1140. Because of this, the proposed ordinance repeals existing Marana Town Code Chapter 9-9 (Cable Television) (so renumbered as a result of Ordinance 2019.012 adopted June 4) and replaces it with new Town Code Chapter 9-9 (Video Services). The new Town Code chapter is much shorter and simpler than the old chapter, and simply:

- Refers to the definitions and requirements for video service found in Arizona Revised Statutes Title 9 Chapter 13 (A.R.S. § 9-1401 et seq.)
- Requires a person wishing to provide video service and to construct and operate a video service network to submit the Uniform Video Service License Agreement, sign the Application and Affidavit for Uniform Video Service License, and comply with state law.
- Establishes a license fee of 5% of the gross revenue the video service provider receives from its subscribers located within the boundaries of the town (this is the maximum permitted under A.R.S. § 9-1442 paragraph B)
- Authorizes the Town Clerk or License Inspector (currently the Finance Director) to receive the Application and Affidavit
- Authorizes the Town Engineer to sign the Uniform Video Service License Agreement (A.R.S. § 9-1414 paragraph E prohibits any formal vote or action on a video service license -- it must be granted administratively)

Staff Recommendation:

Staff recommends adoption of Ordinance 2019.013, repealing Town Code Chapter 9-9 (Cable Television) and replacing it with Town Code Chapter 9-9 (Video Services) to conform to Arizona Revised Statutes Title 9 Chapter 13 as adopted by Laws 2018 Chapter 331 (Senate Bill 1140); and adopting the Uniform Video Services License Agreement and the Application and Affidavit for Uniform Video Service License; and Resolution 2019-058, declaring the Uniform Video Services License Agreement and Application and Affidavit for Uniform Video Service License forms as a public record.

Suggested Motion:

I move to adopt Ordinance 2019.013, repealing Town Code Chapter 9-9 (Cable Television) and replacing it with Town Code Chapter 9-9 (Video Services) to conform to Arizona Revised Statutes Title 9 Chapter 13 as adopted by Laws 2018 Chapter 331 (Senate Bill 1140); and adopting the Uniform Video Services License Agreement and the Application and Affidavit for Uniform Video Service License; and Resolution 2019-058, declaring the Uniform Video Services License Agreement and Application and Affidavit for Uniform Video Service License forms as a public record.

Attachments

Ordinance No. 2019.013

Resolution No. 2019-058

MARANA ORDINANCE NO. 2019.013

RELATING TO BUSINESS REGULATIONS; REPEALING TOWN CODE CHAPTER 9-9 (CABLE TELEVISION) AND REPLACING IT WITH TOWN CODE CHAPTER 9-9 (VIDEO SERVICES) TO CONFORM TO ARIZONA REVISED STATUTES TITLE 9 CHAPTER 13 AS ADOPTED BY LAWS 2018 CHAPTER 331 (SENATE BILL 1140); AND ADOPTING THE UNIFORM VIDEO SERVICES LICENSE AGREEMENT AND THE APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

WHEREAS the Arizona Legislature adopted Senate Bill 1140 (Laws 2018 Chapter 331), which is now codified in the Arizona Revised Statutes at Title 9 Chapter 13 (A.R.S. § 9-1401 *et seq.*), requiring the creation of a state-wide uniform video services license agreement and application form and requiring all Arizona municipalities to adopt them no later than July 1, 2019; and

WHEREAS Senate Bill 1140 dictates the terms of the license agreement and application, and the League of Arizona Cities and Towns has developed the uniform license agreement and application form, in coordination with cable industry representatives; and

WHEREAS Senate Bill 1140 preempts all local cable regulations except in situations where an incumbent cable operator with an existing license opts to keep its old license; and

WHEREAS Marana's incumbent cable operator is Comcast, whose 2003 license expired in August 2018, leaving Marana with no incumbent cable operator with a license and with no reason to retain its old, now-preempted cable regulations; and

WHEREAS Marana's cable regulations are codified in Town Code Chapter 9-8 (Cable Television) as of the date this ordinance is being adopted, but will be renumbered as Town Code Chapter 9-9 (Cable Television) effective July 5, 2019 by operation of Section 1 of the text amendments attached as Exhibit A to Marana Resolution No. 2019-049, declaring as a public record the revisions to Town Code Title 9 (Business Regulations) adopted on June 5, 2019 by Marana Ordinance No. 2019.012; and

WHEREAS the Town Council finds that adoption of this ordinance is in the best interests of the Town and its citizens and conforms to and carries out the terms of Senate Bill 1140.

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

SECTION 1. Marana Town Code Chapter 9-9 (Cable Television) is hereby repealed in its entirety.

SECTION 2. Marana Town Code Title 9 (Business Regulations) Chapter 9-9 (Video Services) is hereby adopted as follows:

CHAPTER 9-9. VIDEO SERVICE

9-9-1 Definitions and requirements

- A. Terms used in this chapter are defined in A.R.S. § 9-1401.
- B. This chapter supplements and carries out the provisions of Arizona revised statutes title 9 chapter 13 (A.R.S. § 9-1401 *et seq.*), which sets forth the regulations and requirements for providing video service and constructing and operating a video service network in the town.

9-9-2 Video service license required

A person wishing to provide video service and to construct and operate a video service network in any service area within the boundaries of the town shall do all of the following:

- A. Submit a completed application and affidavit for uniform video service license.
- B. Sign and comply with the terms of the uniform video service license agreement.
- C. Comply with all applicable provisions of Arizona revised statutes title 9 chapter 13 (A.R.S. § 9-1401 *et seq.*).

9-9-3 License fee

- A. For the privilege of a video service provider to occupy or use, in whole or in part, any highway within the boundaries of the town to provide video service through a video service network, each video service provider shall pay the town a license fee of 5% of the gross revenue the video service provider receives from its subscribers located within the boundaries of the town.
- B. The license fee shall be paid quarterly, with the payment for each calendar quarter due no more than 30 calendar days following the end of the calendar quarter.
- C. If any license fee payment is not made on or before its due date agreement, the video service provider shall pay an interest charge, computed

from the due date, at an annual rate equal to the federal short-term rate determined pursuant to 26 U.S.C. § 6621(b) plus 1½% during the period for which payment was due.

9-9-4 Grant of authority

- A. The local government receipt section of the application and affidavit for uniform video service license may be signed by or for the town clerk.
- B. The town engineer is authorized to sign the uniform video service license agreement on behalf of the town.

SECTION 3. The Application and Affidavit for Uniform Video Service License form, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and attached as Exhibit A to Marana Resolution No. 2019-058, is hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 4. The Uniform Video Service License Agreement form, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and attached as Exhibit B to Marana Resolution No. 2019-058, is hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 5. The Town Attorney is hereby authorized to make minor revisions to the forms adopted by Sections 3 and 4 of this ordinance, including without limitation revising the names of the Town officers signing the forms and making non-substantive revisions to conform to revisions to the Application and Affidavit for Uniform Video Service License and Uniform Video Service License Agreement forms issued by the League of Arizona Cities and Towns.

SECTION 6. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 7. 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 8. 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 9. This ordinance is effective on July 19, 2019.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,
Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2019-058

RELATING TO BUSINESS REGULATIONS; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE AND UNIFORM VIDEO SERVICE LICENSE AGREEMENT FORMS ADOPTED BY MARANA ORDINANCE NO. 2019.013

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Application and Affidavit for Uniform Video Service License and Uniform Video Service License Agreement forms adopted by Marana Ordinance No. 2019.013, copies of which are attached to and incorporated in this resolution as Exhibit A and Exhibit B respectively, 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 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-058
Application and Affidavit for Uniform Video Service form adopted by
Marana Ordinance No. 2019.013*

Model Uniform Video Service License Agreement

Date of Issuance: _____

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the Town of Marana, an Arizona municipal corporation ("Licensor") and _____, a _____ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1. The name of Licensee, its type of entity and its jurisdiction of formation.

2.2. The address and telephone number of Licensee's principal place of business.

2.3. The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4. The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1. The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statute and this License.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-058
Application and Affidavit for Uniform Video Service form adopted by
Marana Ordinance No. 2019.013

3.3. Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1. All valid and enforceable federal and state laws.

4.2. All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3. All public, education and government programming requirements of the Licensing Statute.

4.4. All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5. All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the Licensor that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be five (5) percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-058
Application and Affidavit for Uniform Video Service form adopted by
Marana Ordinance No. 2019.013*

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	
Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:
Name:		Title:
Address:		
Phone:	Fax:	Email:
Name:		Title:
Address:		
Phone:	Fax:	Email:

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-058
Application and Affidavit for Uniform Video Service form adopted by
Marana Ordinance No. 2019.013*

EXHIBIT B
[Service Area]

EXHIBIT B TO MARANA RESOLUTION NO. 2019-058
Uniform Video Service License Agreement form adopted by Marana Ordinance No. 2019.013

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE
(Pursuant to Title 9, Chapter 13, Arizona Revised Statutes)

Local Government: Town of Marana, an Arizona municipal corporation

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business:		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

Name:	Title:	
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

- ☐ Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).
- ☐ Applicant is not an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:

Date:

EXHIBIT B TO MARANA RESOLUTION NO. 2019-058
Uniform Video Service License Agreement form adopted by Marana Ordinance No. 2019.013

V. For All Applications:

- A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.
- B. The term of the uniform video service license shall be (not to exceed ten years):

Years

- C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).
- D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).
- E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

- ☐ The Service Area consists of all the territory within the Boundaries of Local Government
- ☐ The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the Town of Marana is true and correct. I further affirm that I am authorized by _____ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):	
Signature:	Date:

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this ____ day of _____, 20__; at _____.

TOWN OF MARANA, an Arizona municipal corporation ("Local Government")

By: _____
Cherry L. Lawson, Town Clerk
11555 W. Civic Center Dr.
Marana, Arizona 85653
Office: (520)382-1900
Fax: (520) 382-1901
Email: clawson@maranaaz.gov



Council-Regular Meeting

C10

Meeting Date: 06/18/2019

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Senior Assistant Town Attorney

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2019.014: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 - Employment Process, Chapter 4 - Employment Benefits and Leaves, and Chapter 6 - Performance Management and Employee Development (Curry Hale)

Discussion:

The Town Council is authorized by A.R.S. § 41-1750 to adopt an ordinance authorizing the Town to receive criminal justice information from state and federal criminal history repositories for the purpose of evaluating the fitness of current or prospective licensees, employees, contract employees or volunteers. State law requires that the ordinance must identify the specific categories of employees subject to the ordinance and must require the specified employees to submit fingerprints in conjunction with the requests for criminal history record information. Section 2-8-1 of the Town's Personnel Policies and Procedures identifies the specific categories of Town employees that must submit fingerprints during the hiring process so that the Town may receive criminal history record information regarding the employees.

The proposed ordinance would add two new categories of employees to the list of employees who must submit fingerprints during the hiring process: the Senior Assistant Town Attorney and the Human Resources Director. These positions were added to the list of employees that must submit fingerprints during the hiring process because these two positions access, use, handle, disseminate or destruct criminal justice information or criminal history information provided by the Department of Public Safety. In addition,

to assist with processing criminal justice information or criminal history information, additional employees in the Parks and Recreation Department, the Finance Department, the Human Resources Department, and the Legal Department may also be fingerprinted because these positions also access, use, handle, disseminate or destruct criminal justice information or criminal history information. The Department of Public Safety has indicated that they would prefer that any employee who has access to criminal justice information or criminal history information submit to fingerprinting and this proposed ordinance authorizes the Town to fingerprint these employees.

The proposed ordinance also proposes revisions to Chapter 4, Employment Benefits and Leaves, to incorporate changes required by the adoption of the Parental Paid Time Off policy and to allow for use of Managed Time Off (MTO) during military leave in accordance with the Town's leave policies.

Finally, the proposed ordinance makes a minor change to Chapter 6, Performance Management and Employee Development, by specifically defining the employees that are eligible for tuition reimbursement.

Staff Recommendation:

Staff recommends approval of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2019.014, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 – Employment Process. Chapter 4 - Employment Benefits and Leaves. and Chapter 6 - Performance Management and Employee Development.

Attachments

Ordinance No. 2019.014
Exhibit A

MARANA ORDINANCE NO. 2019.014

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 2 – EMPLOYMENT PROCESS, CHAPTER 4 – EMPLOYMENT BENEFITS AND LEAVES, AND CHAPTER 6 – PERFORMANCE MANAGEMENT AND EMPLOYEE DEVELOPMENT

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

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

WHEREAS the Town Council is authorized by A.R.S. § 41-1750 to adopt an ordinance authorizing the Town to receive criminal justice information from state and federal criminal history repositories for the purpose of evaluating the fitness of current or prospective employees, so long as the ordinance identifies the specific categories of employees subject to the ordinance and requires that the specified employees submit fingerprints in conjunction with the requests for criminal history record information; and

WHEREAS the Town Council has adopted Section 2-8-1 of the Town's Personnel Policies and Procedures which identifies the specific categories of Town employees that must submit fingerprints so that the Town may receive criminal history record information regarding the employees; and

WHEREAS the Council finds that adoption of the amendments to Sections 2-8, Chapter 4, and Section 6-2-4 of the Town's Personnel Policies and Procedures as set forth in this ordinance is in the best interests of the Town and its employees.

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

SECTION 1. Policy 2-8 (Fingerprinting) of the Town's Personnel Policies and Procedures is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

POLICY 2-8 FINGERPRINTING

Section 2-8-1 Affected Positions

- A. Candidates for employment in the following positions may be required, as a condition of hire, to furnish a full set of fingerprints on a standard fingerprint card to the town.
- ~~A.~~ 1. Positions in which the employees' job duties include unsupervised contact with minor children.
- ~~B.~~ 2. Parks and recreation department positions in which the employees work directly with children under the age of 18 or vulnerable adults. For purposes of this policy, "vulnerable adult" shall be defined as set forth in the Marana Town Code.
- ~~C.~~ 3. All police department positions.
- ~~D.~~ 4. Positions in the Marana Municipal Court, in accordance with any applicable state law or Arizona Supreme Court administrative orders or directives.
- ~~E.~~ 5. Animal control officer positions.
- ~~F.~~ 6. All technology services department positions.
7. Senior Assistant Town Attorney.
8. Human Resources Director.
- B. Employees who access, use, handle, disseminate or destruct criminal justice information or criminal history record information provided by the Department of Public Safety for noncriminal justice purposes may be required to furnish a full set of fingerprints on a standard fingerprint card to the Town.

Section 2-8-2 Procedures

- A. All fingerprints furnished pursuant to this policy shall be submitted to the Arizona Department of Public Safety. The Arizona Department of Public Safety is authorized to exchange this fingerprint data with the Federal Bureau of Investigation pursuant to A.R.S. § 41-1750 and Public Law 92-544 for the purpose of obtaining state and federal criminal history record information.
- B. The results of the criminal history record information checks shall be provided to ~~and maintained by~~ the Human Resources Department.
- C. Criminal history record information obtained by the Town pursuant to this policy shall be used only for the purpose of evaluating the fitness of prospective or current employees. The Town shall comply with all relevant state and federal rules and regulations regarding the dissemination of criminal history record information.

Section 2-8-3 Failure to Comply

- A. Any prospective employee for a position listed in Section 2-8-1(A) ~~who is subject to this policy and~~ who fails to be fingerprinted when required by the Town shall have his or her offer of employment with the Town rescinded.

- B. Any current employee in a position listed in Section 2-8-1(A) ~~who is subject to this policy~~ who fails to be fingerprinted when required by the Town shall be subject to immediate termination. Termination of an employee under this section supersedes the progressive discipline policies set forth in Policy 5-5.

SECTION 2. Chapter 4 of the Town's Personnel Policies and Procedures, entitled "Employment Benefits and Leaves", is hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 3. Chapter 6 of the Town's Personnel Policies and Procedures, entitled "Performance Management and Employee Development", is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

Section 6-2-4 Eligibility for Participation

- A. All ~~regular full-time~~ benefit-eligible classified or unclassified employees with satisfactory work and attendance records who have successfully completed the initial evaluation period are eligible to participate in the education assistance program.
- B. Employees who receive grants, scholarships, or veteran's benefits that cover tuition costs are eligible to participate, but the Town will only reimburse the employee for those tuition costs that are not covered by these external funds.
- C. Only courses that begin after a new employee's initial evaluation period ends will be eligible for reimbursement.
- D. Employees participating in the program must earn a grade of "C" or higher in graded courses or a grade of "pass" in pass/fail courses in order to remain eligible. Employees shall provide proof of satisfactory grades in the form of an original grade report or transcript to the Human Resources Department within 45 calendar days of the completion of each course.

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, 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 6. 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 7. This ordinance is administrative, and shall become effective immediately.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA,
ARIZONA, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

[NO REVISIONS TO POLICIES 4-1 THROUGH 4-3]

POLICY 4-4 HOLIDAYS

[No Revisions to Sections 4-4-1 through 4-4-3]

Section 4-4-4 Miscellaneous Rules

- A. If a Town-approved holiday falls on a day when an eligible employee is on parental paid time off or on approved paid vacation, MTO, or sick leave, the employee shall receive paid time off for the Town-approved holiday and deductions will not be taken from the employee's parental paid time off, vacation, MTO, or sick leave balances for that day.
- B. If a Town-approved holiday falls on an eligible employee's regularly scheduled day off, the employee shall receive paid time off for that holiday based on the number of hours they are regularly scheduled to work.

[No Revisions to Section 4-4-5]

POLICY 4-5 MILITARY LEAVE

[No Revisions to Section 4-5-1]

Section 4-5-2 Military Leave

- A. An eligible employee ordered to military service shall be granted paid military leave of up to 240 hours in any two consecutive years. For the purposes of this policy, "year" means the fiscal year of the United States government. Leave which occurs on an employee's regularly scheduled days off shall not be charged against the 240-hour allotment.
- B. For required military service exceeding the 240-hour allotment, an employee shall be granted military leave that may be unpaid or paid via the employee's use of accrued vacation, MTO, or compensatory leave balances. Any request to use paid leave balances will be considered in accordance with the leave policies set forth in this chapter.

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



CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

[NO REVISIONS TO POLICY 4-6]

POLICY 4-7 FAMILY AND MEDICAL LEAVE

[No Revisions to Sections 4-7-1 through 4-7-2]

Section 4-7-3 Eligibility

- A. An “eligible employee” under the FMLA is a classified or unclassified employee who has:
1. Worked for the Town for at least 12 months; and
 2. Worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.
- B. The 12 months required by paragraph (A)(1) above need not be consecutive months. If an employee is maintained on the payroll for any part of a week, including any periods of paid (MTO, sick, vacation, parental paid time off) or unpaid leave during which other benefits or compensation are provided by the Town (e.g., workers' compensation, group health plan benefits, etc.), the week counts as a week of employment. For purposes of determining whether intermittent/occasional/casual employment qualifies as “at least 12 months,” 52 weeks is deemed to be equal to 12 months.
- C. Whether an employee has worked the minimum 1,250 hours is determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work.

[No Revisions to Sections 4-7-4 through 4-7-19]

[NO REVISIONS TO POLICIES 4-8 THROUGH 4-15]

POLICY 4-16 PARENTAL PAID TIME OFF

Section 4-16-1 Eligibility

- A. The provisions of this policy apply to a benefit-eligible classified or unclassified employee who has:
1. Worked for the Town for at least 12 continuous months; and
 2. Worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the parental paid time off.
- B. Parental paid time off eligibility commences upon the birth or adoption of a child under 18 years old, subject to the following.



CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

1. The birth or adoption must have occurred on or after July 1, 2019.
2. For purposes of this policy, adoption does not include:
 - a. Adoption of a spouse's or partner's child unless the child is adopted by both parents at the same time.
 - b. Adoption of step-children or the equivalent.
 - c. Guardianship, foster placement or in-loco parentis.
 1. In Loco Parentis is defined as persons with day-to-day responsibilities to care for and/or financially support a child. A biological or legal relationship is not necessary.

C. Surrogates and sperm donors are not eligible for parental paid time off.

[No Revisions to Sections 4-16-2 through 4-16-8]



Council-Regular Meeting

C11

Meeting Date: 06/18/2019

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 18, 2019

Strategic Plan Focus Area:

Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:

Marana's strategic plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: Ordinance No. 2019.015: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2019-059: Relating to Finance, declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No. 2019.015 (Yiannis Kalaitzidis)

Discussion:

The Town created a town-wide, Comprehensive Fee Schedule and standardized fees across all departments. At the time of the initial fee schedule adoption, it was determined that an annual review of the Comprehensive Fee Schedule should occur to ensure that the Town was continuing to cover its costs, where appropriate, and that it was charging fair and equitable fees to its customers.

Staff conducted this year's review of the Comprehensive Fee Schedule with the following goals in mind:

- Ensure that fees reflect the actual cost of providing programs and services to customers, where appropriate.
- Identify opportunities to streamline, consolidate and modernize the application and use our fees to encourage/facilitate development.
- Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule.

Staff presented the proposed changes to Council at the March 19, 2019 meeting. No changes have been made to the amendments proposed during that meeting. The fee schedule amendments presented tonight are only those that are not new or increased fees as part of the aforementioned review. Staff will present amendments for new or increased fees at an upcoming meeting, likely to be on August 6th, 2019.

Notification letters of possible fee schedule changes were sent to the Southern Arizona Home Builders Association (SAHBA) and the Metropolitan Pima Alliance (MPA) to provide them the opportunity to review the proposed changes to the Comprehensive Fee Schedule and clarify any issues or areas of concern. We did not receive any comments.

Pursuant to A.R.S Section 9-499.15, the Town did post notice of possible changes to the Comprehensive Fee Schedule, as required. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days before the meeting is scheduled to consider approving the new fees and/or fee increases.

If approved, the changes to the comprehensive fee schedule will be effective on Monday, July 22, 2019.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: Immaterial

The proposed amendments will not have a material impact on revenues.

Staff Recommendation:

Staff recommends approval of the amendments to the Town fee schedule.

Suggested Motion:

I move to adopt Ordinance No. 2019.015, amending the Town of Marana comprehensive fee schedule and designating an effective date, and Resolution No. 2019-059, declaring the amendments as a public record on file with the Town Clerk.

Attachments

Ordinance No. 2019.015
Resolution No. 2019-059
Exhibit A - Fee Schedule Amendments
List of Fees Being Amended

MARANA ORDINANCE NO. 2019.015

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE; 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 April 2, 2019, via Ordinance No. 2019.009; 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 amendments to the Town of Marana Comprehensive Fee Schedule, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2019-059 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance 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, 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; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

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 July 22, 2019.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2019-059

RELATING TO FINANCE; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS TO THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE ADOPTED BY ORDINANCE NO. 2019.015

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to the Town of Marana comprehensive fee schedule, adopted by Marana Ordinance No. 2019.015, 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 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-059
Amendments to the Town of Marana Comprehensive Fee Schedule
Pursuant to Marana Ordinance No. 2019.015*

SECTION 1. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2017.004, and made a public record by Resolution No. 2017-010, 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: CLERK/COPY FEES			
Miscellaneous Town Council and/or Planning Commission Action	\$ 250.00	Per submittal	For <u>wireless permit appeals</u> , planning, zoning or developer-generated actions
GENERAL SERVICES: MISCELLANEOUS			
Consultant Plan Review Fees	See note	Per submittal	Fees determined per contract with Town, <u>paid by the applicant to the Town for any third party peer review determined by the Town to be necessary to ensure compliance with requirements.</u>
COMMUNITY SERVICES: PARK RENTALS			
Park Facility Rental; Community Garden Plot	\$ 40.00	Per plot/year	8'x40' plot, Includes: self-watering garden beds, <u>and access to shared tools.</u> and programing access.
COMMUNITY SERVICES: EVENTS			
Special Event Building Permit	\$ 30.00	Per permit	Plus applicable special event permit fees. This permit is required if structure is greater than 400 square feet.
COMMUNITY SERVICES: COURT FEES			
Fee for Taking Default Judgment	\$ 65.00	Per judgment	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>
Jail Reimbursement Fee	See note	Per sentence	Fee is the actual cost to the Town. <u>Town Magistrate may waive fee</u>

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-059
Amendments to the Town of Marana Comprehensive Fee Schedule
Pursuant to Marana Ordinance No. 2019.015*

			<u>based on defendant's financial report or in the interests of justice</u>
Prosecution Fee	\$ 40.00	Per citation	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>
Administrative Warrant Fee	\$ 30.00	Per warrant	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>
Court Improvement Fee	\$ 35.00	Per citation	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>
Jury Cancellation Fee	See note	Per incidence	Fee is the actual cost to the Town. <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>
Court-Monitored Probation Fees	See note	Per sentence	Fee is the actual cost to the Town but not less than the amount specified in A.R.S. 13-901(A). <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>
DEVELOPMENT SERVICES: PLANNING – ANNEXATION AND ZONING			
General Plan Map Amendment-Minor	\$1,700 <u>\$ 1,500.00</u>	Per amendment	
DEVELOPMENT SERVICES: PLANNING - DEVELOPMENT			
Development Agreement Preparation Fee	\$ 500.00	Per agreement	This is the proposed base fee. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial economic development benefits to the Town.
Development Agreement Supplemental Fee	\$ 100.00	Per hour	Or actual fees and costs charged by outside counsel, if the Town determines outside counsel is needed for the particular agreement. This fee is in addition to the "Development agreement preparation fee," and is for time spent by attorneys beyond either (1) the first five hours of attorney time, if the agreement is being prepared by in-house attorneys, or (2) the first \$500 of outside counsel fees and costs, if the agreement is being prepared by

EXHIBIT A TO MARANA RESOLUTION NO. 2019-059
Amendments to the Town of Marana Comprehensive Fee Schedule
Pursuant to Marana Ordinance No. 2019.015

			outside counsel. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial economic development benefits to the Town.
Native Plant Permit; Exception Fee	\$ 50.00	Per submittal	Native Plant Permit; Exception Fee
DEVELOPMENT SERVICES: PLANNING – SIGNS			
Signs; Permanent Sign Review Fee	\$ 75.00 See note	Per plan	Fee is \$75.00 for up to 2 signs and \$150.00 for 3 or more signs.
Sign Review Fee: 3 or more signs	\$ 150.00	Total fee for 3 or more signs	Sign Review Fee: 3 or more signs
Signs; Temporary sign;	\$ 10.00	Per sign	Fee does not apply for construction zones per Town Sign Code <u>and temporary signs that are part of an approved residential subdivision sign program. Fee is waived, one-time only for a new business to display in accordance with the Town Sign Code at or near opening.</u>
DEVELOPMENT SERVICES: PLANNING – ADDRESSING AND MISCELLANEOUS			
Temporary Use Permit; Administrative Process, no Council Action required	\$ 75.00 \$ 50.00	Per application	Applies to Christmas tree lots and other seasonal/holiday-related sales lots and includes safety inspection
Change of Copy Fee	\$ 15.00	Per submittal	
Plan Review: Residential Model Home Design Review	\$ 100.00	Per submittal	
Plan Review: New SFR residential permit with pre-approved model	\$ 40.00	Per submittal	
Welcome to Marana business Package	\$ 100.00	Per submittal	Fee includes new business license, 1 banner sign permit and occupancy compliance inspection.
DEVELOPMENT SERVICES: BUILDING			
Manufactured Home or Factory-built Building	See note	Per submittal	Fee determined per State of Arizona schedule. IGA indicates base fee for the installation of a Manufactured Home \$350. Factory-built Building permitting fees are charged per State requirements.

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-059
Amendments to the Town of Marana Comprehensive Fee Schedule
Pursuant to Marana Ordinance No. 2019.015*

Site or Plot Plan Review; Custom Home or Model Plan	\$ 100.00	Per permit	Site or Plot Plan Review; Custom Home or Model Plan
DEVELOPMENT SERVICES: ENGINEERING – RIGHT OF WAY			
Right of Way permit, base fee	\$ 250.00	Per Permit	Includes basic ROW access, traffic control review, and/or hauling within ROW of 7 or more trucks. Town projects subject to provisions of Marana ORD 2016.002. <u>Driveways constructed concurrent with a custom home Type 1 grading permit are exempt from ROW fees.</u>

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
General Services							
Clarification of existing fee	Consultant Plan Review Fee	Per submittal		See note		Fees determined per contract with Town, paid by the applicant to the Town for any third party peer review determined by the Town to be necessary to ensure compliance with requirements.	Added to the notes to better describe the intended use of this fee and move to general services so it can be utilized by other departments, not just building.
Clarification of existing fee	Signs; Permanent Sign Review fee	Per plan		\$75.00	see note	Fee is \$75.00 for up to 2 signs and \$150.00 for 3 or more signs.	Modified description to add "permanent sign" which is the intended type of sign review. Other types of signs (temporary) have a different fee structure. Replaced amount to say "see note", which identifies 2 amounts depending on the number of signs. The note itself is not a change, just the reference to it.
Clarification of existing fee	Plan Review; Residential Model Home Design-Review	Per Submittal		\$100.00			Clarification to description to better describe the intended use.
Clarification of existing fee	Plan Review; New SFR- Residential permit with pre-approved model	Per Submittal		\$40.00			Clarification to description to better describe the intended use.
Clarification of existing fee	Right of Way permit, base fee	Per Permit	Per Permit	\$250.00	\$ 250.00	Includes basic ROW access, traffic control review, and/or hauling within ROW of 7 or more trucks. Town projects subject to provisions of Marana ORD 2016.002. <u>Driveways constructed concurrent with a custom home Type 1 grading permit are exempt from ROW fees.</u>	We have already permitted and charged fees for the home's grading and construction. The driveway fee seems petty.
Decrease existing fee	General Plan Map Amendment-Minor	Per Amendment	Per Amendment	\$1,700.00	\$1,500.00		Reduce fee
Decrease existing fee	Temporary Use Permit; Administrative Process, no council action required	Per Application	Per Application	\$75.00	\$50.00	Applies to Christmas tree lots, and other seasonal/holiday-related sales lots and includes safety inspection	Decrease fee to \$50.00 to match a special event permit fee. This process is similar and should not be charged at a higher rate.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Development Services							
Eliminate existing fee	Special Event Building Permit	Per Permit		\$30.00		Plus applicable special event permit fees. This permits is required if structure is greater than 400 square feet.	Remove fee. We are only processing 1 or 2 a year and they are processed as a miscellaneous building permit which already has an established fee.
Eliminate existing fee	Native Plant Permit; Exception Fee	Per Submittal		\$50.00			Remove fee. A fee requirement is listed in the Town code. No major review is needed, just minor verification of request for approval. The process of verification will remain, but without a fee.
Eliminate existing fee	Sign Review Fee; 3 or more Signs	Total fee for 3 or more signs		\$150.00			Duplicate. Included in the notes of the Sign Review Fee: Fee is \$75.00 for up to 2 signs and \$150.00 for 3 or more signs.
Eliminate existing fee	Change of Copy Fee	Per Submittal		\$15.00			Remove fee. A permit is no longer required for a sign change of copy per the recently approved sign code update.
Eliminate existing fee	Welcome to Marana business package	Per submittal		\$100.00		Fee includes new business license, 1 banner sign permit and occupancy compliance inspection.	This is not being utilized. This is a packaged fee, which combines 3 other fees into 1 and allows for 1 free temporary sign. A note has been added to the temporary sign fee to allow for the same free banner sign for a new business, providing greater opportunity for use among the effected customer base.
Eliminate existing fee	Manufactured Home or Factory-built building	Per submittal		See note		Fee determined per state of Arizona schedule. IGA indicates base fee for the installation of a Manufactured Home \$350. Factory-built Building permitting fees are charged per state requirements.	Remove fee. IGA with the State has expired. All submittals and fees are processed by the State.
Eliminate existing fee	Site or Plot plan review; Custom home or Model Plan	Per Submittal		\$100.00			Duplicate of Plan Review; Residential Model Home
Eliminate existing fee	Development Agreement Preparation Fee	Per agreement	n/a	\$500.00	n/a	This is the proposed base fee. The Town Manager has the authority to waive this fee for agreements the Manager believes provides substantial economic development benefits to the Town.	The fee has rarely been charged as most development agreements provide substantial economic development benefits to the Town and the fee is waived.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Development Services Cont.							
Eliminate existing fee	Development Agreement Supplemental Fee	per hour	n/a	\$100	n/a	Or actual fees and costs charged by outside counsel, if the Town determines outside counsel is needed for the particular agreement. This fee is in addition to the “Development agreement preparation fee,” and is for time spent by attorneys beyond either (1) the first five hours of attorney time, if the agreement is being prepared by in-house attorneys, or (2) the first \$500 of outside counsel fees and costs, if the agreement is being prepared by outside counsel. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial economic development benefits to the Town.	The fee has rarely been charged as most development agreements provides substantial economic development benefits to the Town and the fee is waived. Fee will be replaced with new Agreement Preparation Fee to cover outside counsel costs.
Modify existing fee	Signs; Temporary Sign	Per Sign		\$10.00		Fee does not apply for construction zones per Town Sign Code and <u>temporary signs that are part of an approved residential subdivision sign program. Fee is waived, one-time only for a new business to display in accordance with the Town Sign Code at or near opening.</u>	Modified notes to waive the temporary sign application fee when the temporary sign is part of an approved residential sign program. The sign is reviewed for compliance with the sign code when the residential sign program is reviewed. An additional review or charge is not necessary. Added a note to allow 1 free banner sign as incentive to new businesses
Modify existing fee	Miscellaneous Town Council and/or Planning Commission Action	Per submittal		\$250		For <u>wireless permit appeals</u> , planning, zoning or developer-generated actions.	Note change only to add appeals in description to establish fee for wireless permit appeals per Marana Town Code 17-18-5.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Municipal Court							
Clarification of existing fee	Fee for Taking Default Judgment	Per judgment	Per judgment	\$65.00	\$65.00	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Clarification of existing fee	Jail Reimbursement Fee	Per sentence	Per sentence	See note	See note	Fee is the actual cost to the Town. <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Clarification of existing fee	Prosecution Fee	Per citation	Per citation	\$40.00	\$40.00	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Clarification of existing fee	Administrative Warrant Fee	Per warrant	Per warrant	\$30	\$30	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Clarification of existing fee	Court Improvement Fee	Per citation	Per citation	\$35	\$35.00	<u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Clarification of existing fee	Jury Cancellation Fee	Per incidence	Per incidence	See note	See note	Fee is the actual cost to the Town. <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Clarification of existing fee	Court-Monitored Probation Fees	Per sentence	Per sentence	See note	See note	Fee is the actual cost to the Town but not less than the amount specified in A.R.S. 13-901(A). <u>Town Magistrate may waive fee based on defendant's financial report or in the interests of justice</u>	Add note to clarify Town Magistrate's authority to waive fee
Parks & Recreation							
Modify existing fee	Park Facility Rental; Community Garden Plot					8'x40' plot, Includes: selfwatering garden beds and access to shared tools. and programing access.	Update Description: 8'x40' plot, Includes: selfwatering garden beds and access to shared tools. and programing access.



Council-Regular Meeting

C12

Meeting Date: 06/18/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 18, 2019

Subject: Approval of the June 11, 2019 Council Study Session Summary Minutes, and the June 4, 2019 Council Regular Meeting Summary Minutes (Cherry L. Lawson)

Attachments

06/11/2019 Council Study Session Summary Minutes

06/04/2019 Regular Council Meeting Summary Minutes



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 11, 2019, at or after 6:00 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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and direct the Clerk to call the roll.

Mayor Honea, Vice Mayor Post, Council Member Bowen (Excused), Council Member Comerford, Council Member Kai (Excused), Council Member Ziegler (Arrived 6:01 PM) and Council Member Officer were present, constituting a quorum of the Council.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

Mayor Honea led the Pledge of Allegiance followed by a moment of silence being observed.

APPROVAL OF AGENDA

Mayor Honea asked for a motion to approve the agenda Vice Mayor Post moved to approve the agenda Council Member Officer seconded the motion. Motion passed unanimously, 4-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Related to Development; a presentation on the status of the Make Marana 2040 General Plan (Jason Angell)

Planning Director Jason Angell provided a PowerPoint Presentation on the status of the Make Marana 2040 General Plan, and introduced **Planning Manager Felipe Zubia, AICP of Matrix Design Group, Inc.** Below are highlights of the presentation. *(A copy of this PowerPoint is on file in the Town Clerk's Office.)*

Mr. Angell provided an overview of this area with a PowerPoint and introduced **Mr. Zubia** to provide the details of the presentation and responded to feedback from the Council as well as responded to questions from Council.

Agenda – Recap and Discussion: Project Update

1. Municipal Planning Areas
 - Municipal Planning Area
2. Land Use Categories
 - 2010 Future Residential Land Use Categories and Map
 - 2040 Proposed Residential Land Use Categories
 - 2040 Future Land Use Plan
3. Goals and Policies
4. Next Steps

Project Recap

- **West Expansion: No Utilities, being dropped, no I-11**
 - Extend West from Trico Road
 - Extend to Ironwood National Monument
 - Comprises 25.21 square miles
- **East Expansion: has potential economic development and population to**
 - Extend to Oro Valley Planning Area
 - Thornydale,
 - Shannon
 - Magee,
 - La Cholla,
 - Orange Grove
 - Arthur Pack Regional Park
 - Foothills Mall Area
 - Comprises 12.19 square miles
- **North Expansion:**
 - Overlap Eloy

- Note rail yard area 3.8 miles north of existing Marana MPA Boundary
- Some economic development potential, but limited opportunity with large capital expense
- Timing of rail yard is unknown
- Refer to Woody presentation
- **East Expansion:**
 - Overlap Oro Valley Planning Area
 - Thornydale,
 - Shannon
 - Magee,
 - La Cholla,
 - Orange Grove
 - Arthur Pack Regional Park
 - Foothills Mall Area
 - Comprises 12.19 square miles

Mr. Zubia asked Council for its comments relating to the areas to the east and north. **Mayor Honea** stated Eloy and Marana previously had overlapping boundaries for some time. In a conversation with the Mayor of Eloy, they are in no hurry to annex into this area. During the last Council Meeting, **Council Members Ziegler and Comerford** indicated that going north would be the future for Marana, he agrees with their assessment. Opportunities for Marana follows I-10 of which the State of Arizona controls. The smaller communities such as Marana and Eloy will be the beneficiaries of Phoenix and Tucson pushing the boundaries of growth. There are tremendous opportunities towards the north—Pinal County is very friendly towards Marana. The Pinal Supervisor and Economic Director are interested in looking at areas in Marana as well.

Council Member Comerford expressed frustration with **Mr. Zubia** and the Town staff regarding Eloy's planning area. She is not interested in expanding outwardly towards Eloy, as Marana is interested in the north. She asked that **Mr. Zubia** and the Town shift its focus from the boundaries of Eloy, and to only concentrate on Council's direction.

Council Member Ziegler stated she does not want Marana to go too far north; however, defers to **Mayor Honea** as she concurs with him. Her stopping point would be Pinal Airport. **Council Member Comerford** stated she does not disagree; however, would prefer to not focus on the Eloy planning area.

Vice Mayor Post stated he would like to take Marana's planning boundary to Picacho Peak State Park, and not further than that area. **Mr. Zubia** asked for Council's thoughts on going west towards the Santa Cruz River boundary that follows the current western boundary. He asked whether Council was interested in continuing the planning area

north of it. **Vice Mayor Post** stated much of it is in the floodplain, and therefore, does not see anything being built there further west as it is in the Red Rock Village. He would like to stop at Picacho Peak as it is the natural stopping point for Eloy and Marana.

Land Use Categories

Mr. Zubia commended Council for providing feedback as it was very helpful in understanding Council's concerns with the description of the categories describing the land use area. It is very useful in the hearings of land use entitlement cases of the past. He provided Council with a description of the past and current land categories, the density range and the percentage of the 2010 Land Use Plan: Rural Density, Low Density, Medium Density and High Density. In receiving feedback about the two residential categories – the low density category was a key critical tool in implementing the General Plan for the Council. They revisited this area and found that the rural and low density categories, leaving those virtually the same. Marana would have the same two categories, rural and low density. The top two categories medium and high density would be condensed to a traditional neighborhood. He provided clarification to the rural and low density categories on the map.

Mr. Zubia explained rural and low density categories stating, were evenly split 20% rural and 24% in low. Referring to the map rural density increased to 30%, and low density decreased. However low density did not necessarily decrease. There was approximately 10% of the low density category that decreased into rural density. That was primarily all state land. The reason for this is, the state is not prepared to plan this area as this day. It is premature to place a higher density in this area for the sake of maintaining the same plan. In their professional judgement, they downgraded the category to rural. Once development was eminent and the state wish to discuss development, Marana could proceed at that time.

In the next category, the state is actually looking at planning. This is where the special district comes in. Again referring to the 2040 Land Categories and Map, the tan areas refers to special districts. Those areas are state lands, and those areas are where the state is actively planning, and they do intend to approach the Town in the future about development. If Council considers the special districts, also being state land, that separate category represents approximately eight or nine (8 or 9%) percent. That totals the 20% of that low density or put into a planning category for state land purposes. **Mr. Zubia** stated there is still a process that the state will use, but recognizing that they are getting closer to the planning stage. The state does need to speak with work with Town staff before this item comes to Council for its consideration. It does recognizes and allows that to proceed through the planning process.

The Special Planning District has no density associated to it – it is a blank canvass for the Council to decide the density for the district. He explained, when it does come to the planning stage they could have the full slate of the various land usage to integrate into the project. At that time, they will work with the consultant and the state to create the appropriate land use plan.

Vice Mayor Post asked for clarification of the coloring of the reference map. **Mr. Zubia** explained the green areas are the entitled master planned, the light green are entitled and governed by certain zoning ordinances – those already have its own density and established categories, the purple color is employment – industrial category centered around the airport to protect the economic engine, red is for commercial and are centered around major arterial highway intersections, and the green is dedicated parks up north or established FEMA Floodplains.

Mr. Zubia explained they see the Goals and Policies as not only an important part of the General Plan, but there are key critical components to the implementation. The policies allow the Council to guide development prior to getting the zoning. The zoning would need to come into conformance of that General Plan. At the time when the Town gets to the zoning and hearings that Council will begin to see that plan formulate with regard to lot size and setbacks. The zoning ordinance is the regulatory document and has specific requirements such as setbacks or landscape buffers. It is not a document that provides guidance, and is not meant to do as such. Their role is to provide that guidance within the General Plan by way of policies. That was part of what he had described during his last visit to Council. Those policies then describe where certain densities or uses are appropriate when there are competing land uses whereby a design feature is incorporated. He read the missing policy information as provided below.

Goals & Policies: General Plan Land Use and General Plan Goals and Policies

- Goal 1: New development considers the natural environment and existing users
 - *Policy 1.1: New development should provide appropriate buffers, lot sizes, and/or setbacks to transition from existing uses.*
 - *Policy 1.2: Residential densities greater than 8 dwelling units per acre may be sited as transitional uses adjacent to major collector streets or higher classification and non-residential uses.*
 - *Policy 1.3: Multi-family development should take access from arterial streets.*

Implementation

- General Plan Land Use
- General Plan Goals and Policies
- Rezoning Implementation

Council provided a consensus of liking the policy that was presented by **Mr. Zubia** and Town staff.

Next Steps

Mr. Zubia stated the next steps in this process is to hold an open house for the public next week to allow them to see where the Town is at in this process and receive comments. In July, they will hold a public review. The actual 60 day public plan will be available at the end of July; however, the Council will receive a copy in advance.

- Project Schedule

D2 Related to Economic Development; presentation, discussion and possible direction regarding the potential Economic Development benefits of annexing to the north of current Marana Town boundaries into Pinal County (Heath Vescovi-Chiordi)

Economic and Downtown Development Specialist Heath Vescovi-Chiordi provided a PowerPoint Presentation overview. Below are the highlights of the presentation. *(A copy of this PowerPoint Presentation is on file in the Town Clerk's Office.)*

MegaProject Area

- Lucid
- Attessa
- Dreamport Village
- LKQ
- Phoenix Mart
- Nikola

Council Member Ziegler asked for clarification of Lucid and Nikola regarding the nature of its business. **Mr. Vescovi-Chiordi** stated Nikola is a hybrid truck manufacturing company that uses renewable energy resources, and Lucid is essentially the same type of company but is an electric car producer, similar to Tesla. **Council Member Ziegler** asked where **Mr. Vescovi-Chiordi** received his information from regarding these businesses. **Mr. Vescovi-Chiordi** replied from Mr. Tim Kanavel, Pinal Economic Development, and Fernando Garcia.

Pinal County Economic Development Incentives

- | | |
|--------------------------------------|--|
| - Foreign Trade Zone | - Priority Express Permitting |
| - R&D Tax Credits | - Pinal County IDA |
| - Renewable Energy Incentive Program | - Pollution Control Tax Credit (AZDOR) |
| - Venture Capital | - Additional Depreciation |
| - Opportunity Zone | - GPLET |

4.51 sq. miles

Opportunity Zone (Pinal)

Foreign Trade Zone (FTZ) Area

Red Rock Village

Red Rock Business Park

- 367 acre Industrial Master Planned Business Park
- Zoned CI-2 for light & heavy industrial
- FTZ incentive benefits eligible

Adjacent Economic Development Opportunities

Adjacent Economic Development Opportunity Ownership

Adjacent Economic Development Opportunity Zoning

Pinal Airpark Assets

- | | |
|------------------------|---|
| - Wastewater Area | - Proposed road N. to Red Village (Alignment TBD) |
| - Pinal Airpark | - Heliport Area |
| - Racetrack Area | - Shooting Range |
| - Barracks Area | - Proposed resurface and width Expansion of road |
| - Improved Bridge Area | |

Mayor Honea stated Pinal Airpark could be beneficial to the Town of Marana, and stated he is familiar with Tim Kanavel. Pinal County is seriously looking at doing some expansion by bringing more jobs into the airpark. The airpark is located in Pinal County. Therefore, any infrastructure, upgrades of any sort will not belong to Marana. It will belong to Pinal County. Marana could have an impact on what is built there as well as the design opportunities that present as most may live in north Marana. One of the features of this property is that there are no inhabitants on the property. There is a commercial setting of approximately eight or nine hundred employees (800 or 900). Many of the employees that work there lives in the Marana community. This provides Marana with an opportunity to consider that area. He spoke of current landowners in that area that Marana had problems with in negotiating for state land. There is no LDS land in this annexation. This is an opportunity to look into annexing into that area.

Vice Mayor Post stated he is in agreement with **Mayor Honea** as he has no particular concerns about this step in the annexation process. **Council Member Ziegler** stated she too is on board with this annexation process. She spoke of Vector being in that general area and the grant that it had applied for in the amount of \$10 million dollars. If they

are awarded that grant, they want to mass produce rockets. It is likely that they could be a major player in the event that they are awarded the grant.

Mayor Honea asked if Council had any concerns if he directed staff to move forward, but to not file a blank annexation petition, but to start with the due diligence process on this piece of property of determining who the owns the property, and what is required of the Town to move forward.

Council Member Ziegler moved and Vice Mayor Post second the motion directing Town staff to proceed in annexing up to the locations as set forth in Pinal County Economic Development potential, document presented to Council by Heath Vescovi. Motion passed, 5-0.

D3 Relating to Personnel; presentation, discussion, and possible direction regarding the Town's self-insurance program for health and dental insurance benefits and the establishment of a trust fund for the program as required by A.R.S. §11-981 (Jane Fairall and Curry C. Hale)

Human Resource Director Curry Hale and **Deputy Town Attorney Jane Fairall** provided a PowerPoint Presentation on the Health Benefits Trust. Below are highlights of the presentation. *(A copy of the PowerPoint Presentation is on file in the Town Clerk's Office.)* **Mr. Hale** explained that it is required by Arizona State Statutes to provide a Health Benefits Trust.

Health Benefits Trust – Background

- In 2014, the Town moved from a fully-funded model to a self-funded model for health insurance benefits
 - Had previously moved to self-funded for dental benefits in 2010
- Rather than paying a fixed premium to an insurance carrier, the Town budgets for and pays claims costs based on participant utilization of benefits

Benefits of Self-Funding

- Control/flexibility of plan design
 - Allows for more customized, tailored plan design
 - Better aligns funding with wellness and population health management strategies
- Better/more timely access to claims data
- Cost
 - Mitigates marginal risk and profit charge inherent in fully-insured premium
 - Improved cash flow and interest earning

Current Status of Self-Funded Program

- Medical plan self-funded 7/1/14
- Total Loss Ratio (premiums paid by employee and employer vs. claims paid out)
 - Below 100% is a gain (funds reserves)
 - Above 100% is a loss
- FY18 loss funded through reserves
- Medical reserve- \$640,407.18*
 - *includes a receivable of \$1,207,406.89 in June

Current Status of Self-Funded Program

- Dental plan self-funded 7/1/2010
- Total Loss Ratio- gains funding reserves since FY12
- Dental reserve- \$443,246.04

Note: Total self-funded reserve (medical & dental) - \$1,083,653.22

Ms. Fairall presented on the following statutory requirements:

A.R.S. §11-981

State statute provides requirements for a municipality that establishes a self-funded program for employee benefits, when that municipality is located in a county with a population of 1,000,000 people or more.

Statutory Requirements

- The Town shall:
 - Place the funds for the self-funded program in a trust fund, in amounts as determined by the Council
 - Designate a licensed risk management consultant or insurance administrator to assist in administration of the fund; license must be verified by Council, currently is Gallagher.
 - Appoint at least 5 joint trustees to administer the trust
 - Bond the trustees
 - Incorporate a stop-loss provision in the trust agreement
 - Stop-loss insurance creates maximum liability for the trust – insurance carrier assumes risk of loss beyond the stop loss threshold
 - Procure an annual audit by an external auditor; keep a copy of the audit report on file with the Town for at least 5 years
 - Not spend any money from the trust fund for any purpose not related to the fund
 - Revert funds in the trust fund to the general fund if the trust fund is no longer used by the Town

Miscellaneous Statutory Provision

- Expenditures from and monies in the trust fund are not subject to statutory local government budget process
- Town's authority under this statute not subject to A.R.S. Title 20 (Insurance), but the insurance plans shall conform to the requirements of Title 20
- Town not authorized to procure insurance from an insurer not authorized by the state Department of Insurance.

Draft Trust Document

- Draft Trust Document created
 - Keeping in mind general purposes behind the creation of the trust
 - Reviewed best practices around the state
 - Cities of Peoria and Chandler
 - Town of Gilbert
 - Northern Arizona Public Employees Benefit Trust
 - Dysart Unified School District

Responsibilities & Powers of Trustees

- The Trustees may:
 - Adopt policies, rules and procedures for the administration of the Trust
 - Authorize the Plan Administrator (HR Director) or designee to retain the services of actuaries, auditors, engineers, private consultants, administrators and advisors as the Trustees consider necessary to carry out the business and purposes of the Trust
 - Seek private outside legal counsel when legal advice is considered necessary; for routine matters associated with administration of the Trust, the Trustees may seek counsel from the Town Attorney or designee
 - Recommend modifications of the terms and conditions of the Trust document to the Council
 - Authorize the Plan Administrator or designee to administer the day-to-day affairs of the Trust

Management of Trust

- The Trustees have the power to manage the Trust as follows:
 - To maintain the funds in a separate Trust account, at a financial institution approved by the Town
 - To request that appropriate Town staff provide services to the Trust
 - To keep full and accurate accounts, books, and records concerning the fund
 - To prosecute or defend actions, claims, or proceedings necessary or advisable for the protection of the Trust
- The Trustees have the power to manage the Trust as follows:
 - To determine the appropriate amount of funds that the Trust should hold as Restricted Reserve, based on accepted actuarial standards and

consistent with accounting principles generally accepted in the United States

- Restricted Reserve = amount needed to pay Plan claims that are incurred but not reported, and also Plan claims that are incurred but not paid; amount must be attested to by an actuary who has been engaged to provide services to the Trust
- To permit a Premium Holiday (i.e., period of time in which the Trust waives the total premium), but only if the holiday would not cause the funds to fall below the Restricted Reserve plus an amount equal to 6 months of premium payments for the Plan
- The Trustees do NOT have authority or responsibility for the following:
 - Selecting and engaging an external auditor for the Trust
 - Selecting and purchasing stop-loss coverage for the Trust
 - Engaging third parties to provide services for the Plan
 - Designing, adopting, amending, or terminating the Plan
 - Ensuring that the Plan complies with state or federal laws mandating the terms of the Plan
 - Determining what portion of Plan premiums should be paid by Participants and Beneficiaries
 - Collecting premiums from Participants or Beneficiaries
- These responsibilities remain with the Town

Contributions

- The Trustees shall determine the total premium that shall be required to participate in the Plan at each coverage level (e.g., individual coverage, family coverage)
- In determining premiums, the Trustees shall consult with the risk management consultant or insurance administrator engaged to assist the Trust, the Plan Administrator, and the Finance Director, and shall also consult with an actuary familiar with the Trust and the Plan
- The Trustees shall consider all reasonable factors, including:
 - Amount of reserves in the Trust,
 - Claims experience of the Plan and Trust
 - Market conditions
 - Cost trends
- The Trustees shall determine the total premium no less frequently than annually, but the Trustees have the authority to increase premiums more frequently if reasonably necessary to protect the financial stability of the Trust
- The Town determines if a portion of the premium should be paid by Participants and Beneficiaries, and what portion
- The Town is responsible for collecting such portion from Participants and Beneficiaries and forwarding those monies to the Trust for deposit

Specific Decision Points

- Town must appoint at least 5 joint trustees to administer the trust
 - 1 trustee may be – but is not required to be – a member of the Council
 - 1 trustee may be – but is not required to be – an employee of the Town
 - No guidance in statute as to trustees otherwise

Mayor Honea stated in his opinion, a council member is not needed for this board. However, he does believe a staff appointed person should serve and recommends the Finance Director. As that position would likely place the funding into the account and would have financial oversight. Additionally, he would like to have people throughout the community with experience in medical, finance and/or human resource training to serve.

Council Member Ziegler concurred with **Mayor Honea** stating Council should appoint the Finance Director, and the Human Resource Director to the Board. **Mayor Honea** stated only one employee and one council member may be appointed. **Council Member Ziegler** agreed stating for the other persons to be appointed that it would be her preference that council not select friends or family members. Rather, she would like to see it noticed to the public with the selection criteria noted to see whether there is any interest in serving.

Ms. Fairall stated the requirements provides for the selection of board members having a expertise in finance, employee benefits, healthcare, human resource or risk management and shall reside in Pima or Pinal Counties. The Town would advertise for it and will begin to select those applications with the required expertise.

Council Member Ziegler asked whether there is a cost to the Town to set up the board. **Ms. Fairall** stated that she does not anticipate there being any cost associated with the board notwithstanding setting up and conducting the meetings. In terms of day-to-day functions would most likely be the same as it is currently.

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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

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 asked for a motion to adjourn the meeting.

Vice Mayor Post moved and Council Member Ziegler seconded the motion to adjourn the meeting. Motion passed, 5-0. The meeting adjourned at 7:22 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on June 11, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers June 4, 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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 7:00 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post; Council Members Dave Bowen (Excused), Patti Comerford (Arrival, 7:35 PM), Herb Kai, Roxanne Ziegler and John Officer** were present. There were a quorum of council members present constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Kai moved and Vice Mayor Post seconded the motion to approve the agenda. Motion Passed: 5-0

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comments. There were no comments offered.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea reported that he had attended the AAED Southern Arizona Meeting, and indicated that Audra Winters, President, Chambers of Commerce was one of the speakers. He also reported that he and **Jamsheed Mehta** attended a meeting with the PAG/RTA. He expressed concern on Tucson Mobility Plan that will include millions of dollars to go into its transit system, and Pima County has also submitted a plan for O&M for potholes. As of this date, the CAC Advisory Committee has voted no, but they are working on that. There was an item approved at PAG to have all plans for what we envision for the extension of the RT submitted by June 2020 (approximately 13 months).

He or **Mr. Mehta** will call a meeting to have an in-depth discussion, and asked Council to think of any big plans it would like the Town to look at it will begin to review those plans ahead of the meeting. Last Friday, he attended the Northwest University Police Academy event that was held in the Town of Marana. There were approximately 31 officers who were sergeants and above, who attended the academy. Marana sent three officers: Sergeants Pridgett, Paul, and Lt. De Stefano. He was proud to have Northwest University in Marana for this event as they could have selected any community to host this event.

Mayor Honea also reported that he had attended two events at the cemetery and the mortuary in honor of our service men.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager, Jamsheed Mehta reviewed the Council Executive Report for May 2019, stating that Marana had 71 single-family housing permits. The town has recovered from the January and February numbers which caused a slight scare in our mind. He noted a slight change with the format within the report, citing page 10. Those with a physical address in Marana will be listed.

PRESENTATIONS

CONSENT AGENDA

Council Member Ziegler moved and Vice Mayor Post second the motion to approve the Consent Agenda. Motion Passed: 5-0

C1 Resolution No. 2019-048: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana regarding the administration,

collection, audit and/or licensing of transaction privilege tax and affiliated excise taxes imposed by the Town of Marana (Yiannis Kalaitzidis)

C2 Relating to Procurement; ratifying the Town Manager's approval of two change orders to the construction contract with CORE Construction, Inc. for the Marana Public Safety Facility (PDFAC) in the amount of \$301,318.00; authorizing the transfer of appropriations if necessary for the change orders; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change orders (Keith Brann)

C3 Approval of the May 21, 2019 Regular Council Summary Minutes and the May 14, 2019 Study Session Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2019-034: Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Erik Montague)

Deputy Town Manager, Erik Montague provided a brief overview of the amendments to the Community Facilities District Application Policy and the required changes within the policy that includes the suggested changes from the April 21 Council Meeting. His goal is to briefly review the changes in the CFD Policy, as provided below:

1. Section 4.1 - Clarifies the developer's obligation to cover any difference between revenues generated by the \$0.30/\$100 O&M levy and actual district expenses. Specifically requires acceptable security in the amount of \$100,000 which shall remain in full force and effect until the CFD generates at least \$100,000 per year in ad valorem taxes from the \$.30/\$100 levy for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.
2. Section 4.6(g) i and iii - Additional language added in those sections which leaves the value to lien ratio at 6 to 1, excluding the value of public improvements, for CFDs which only require routine infrastructure and allow a ratio of 4 to 1, including the value of public improvements if adequate security, performance bond or similar, was in place to ensure the infrastructure was constructed.
3. Section 4.4(f) - Additional language was added to allow the letter of credit or similar security to be resized at each subsequent bond issuance to the greater

of (1) three times the difference between Maximum Annual Debt Service (MADS) less estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) MADS (1 x MADS).

Mr. Montague stated the additional amendments would require a motion that includes these amendments.

Vice Mayor Post moved and Council Member Kai second the motion to adopt Resolution No. 2019-034, approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts with modifications as presented. Motion Passed: 5-0

A2 Ordinance No. 2019.012: Relating to Business Regulations; adopting revisions to Marana Town Code Title 9 (Business Regulations); adding new Chapter 9-1 (General Provisions) and renumbering the chapters that follow to conform; replacing existing Chapter 9-1 (Business Licenses) with new Chapter 9-2 (Business Licenses); replacing existing Chapter 9-2 (Peddlers, Solicitors and Transient Merchants) with new Chapter 9-3 (Peddlers); replacing existing Chapter 9-3 (Swap Meets) with new Chapter 9-4 (Swap Meets); adding new Chapter 9-13 (Mobile Food Vendors); modifying various other provisions; and designating an effective date (Jane Fairall)

Resolution No. 2019-049: Relating to Business Regulations; declaring as a public record filed with the Town Clerk the revisions to Marana Town Code Title 9 (Business Regulations) adopted by Marana Ordinance No. 2019.012 (Jane Fairall)

Deputy Town Attorney Jane Fairall provided a PowerPoint Presentation overview of the amendments to the Town Code related to Business Regulations. This is a culmination of a lot of hard work between the Finance and Legal Department. She acknowledged **Starla Anderson, Deputy Finance Director and Lori Business License and Tax Specialists** employee who handles all the incoming business license requests as their invaluable input and assistance getting this all put together. She explained what is covered in Title IX in its chronology provides when certain areas of Title IX were adopted or established, or put into place. *Highlights of the presentation is below. (PowerPoint Presentation is on file in the Town Clerk's Office.)*

Title 9 includes regulations for the following:

- Business Licenses
- Peddlers, Solicitors & Transient Merchants
- Swap Meets
- Massage Establishments
- Clothing and Conduct for Qualified Establishments
- Sexually Oriented Businesses
- Liquor Licenses
- Cable Television
- Surface Mining & Land Reclamation

- Sale of Products Containing Pseudoephedrine
- Commercial Filming & Photography Permits

Chronology

- 1996 – Title 9 adopted
- 2000 – Substantive revisions to title; addition of Sexually Oriented Businesses chapter; Clothing and Conduct for Qualified Establishments chapter rewritten
- 2002 – Cable Television and Surface Mining & Land Reclamation chapters added
- 2006 – Sale of Products Containing Pseudoephedrine chapter added
- 2011 – Massage Establishment chapter added
- 2014 – Liquor License chapter rewritten
- 2019 – Commercial Filming & Photography Permits chapter added
- Focus of Revisions
 - Chapters that have not been revised since 1996 or 2000
 - General Business Licenses
 - Peddlers
 - Swap Meets
 - Exceptions: Sexually Oriented Businesses/Clothing and Conduct for Qualified Establishments (2000) – beyond the scope of this review
- Clean-up only of other chapters, if necessary
- Addition of Mobile Food Vendors chapter
- NEW - CHAPTER 9-1 - GENERAL PROVISIONS
 - Basic provisions that apply throughout the entire Title 9
 - Definitions
 - Powers & Duties of License Inspector & Deputy License Inspectors
 - Classification & Enforcement
 - Most violations of Title 9 are civil infractions
 - Violations of specialty licenses/regulations are criminal misdemeanors (Massage Establishment, Clothing & Conduct for Qualified Establishments, Sexually Oriented Businesses, Sale of Products Containing Pseudoephedrine, Liquor Licenses)
- CHAPTER 9-2. BUSINESS LICENSES
 - Renumbered and Rewritten
 - Updated and modernized
 - Reorganized for clarification, readability
 - Consistent with current practices of Finance Department
 - Generally applicable to all types of businesses regulated by Title 9
 - All businesses need a business license under Chapter 9-2
 - License valid for one year; must be posted at business
 - Additional regulations for certain types of businesses, but not additional licenses
 - Exceptions: Massage Establishments and Sexually Oriented Businesses obtain specialty license under Chapters 9-5 and 9-7, respectively, instead of 9-2

- CHAPTER 9-2. BUSINESS LICENSES (continued)
 - Exemptions from business license requirement:
 - Businesses exempted from licensing by state or federal law, including residential real property rental
 - Non-profits, governmental entities, public educational entities
 - Casual activities or sales (i.e., yard sales (if 3 consecutive days or less, or 4 times or less within a 1-year period), online sales, if not engaged in business of selling)
 - NEW – No-cost registration (but not licensing) of non-profit organizations
 - NEW – Temporary Business License (currently in fee schedule but not in code)
 - Authorizes temporary business activity of 10 consecutive days or less; lesser fee
 - NEW – Final administrative review hearing for denial, suspension, revocation of license is to Town Manager/designee (eliminates appeal to Council)
- CHAPTER 9-3. PEDDLERS
 - Renumbered and Rewritten
 - Significantly rewritten to clarify/define who should be considered a peddler
 - Focus on individuals going from door-to-door, selling goods & soliciting orders, who are not employees of an already licensed business
 - Regular business license under Ch. 9-2, but higher scrutiny, additional application requirements for peddlers, including:
 - The source of supply of the goods or property
 - Information regarding certain criminal convictions
 - The most recent counties or municipalities where applicant carried on business immediately preceding the date of application
 - Description of any vehicles to be used in peddling
 - NEW - Added requirements that peddlers must be fingerprinted & provide photo to obtain a license
- CHAPTER 9-4. SWAP MEETS
 - Renumbered and Rewritten
 - NEW – Each swap meet must have a swap meet operator licensed under Chapter 9-2
 - NEW – Swap meet operator must present proof that:
 - Operator is owner of the property where the swap meet is located;
or
 - Operator has the right to use the property for the swap meet
 - NEW – Swap meet participants must have business license if participate more than 3 consecutive days or 4 times within 1 year (consistent with exemption for casual sales)

- NEW – Swap Meet Regulations for safety and security, including:
 - Merchandise with an initial price of \$25.00 or more, or which has or had a serial number, must be visible to the general public & Town officials
 - Swap meet must be in a building, structure, enclosure, fenced lot, or other area where entry may be restricted to enable the operator to control effectively all participants and merchandise
 - Operator must provide for daily clean-up of premises & maintain premises in sanitary condition at all times
 - Participants must vacate the premises & remove all merchandise & personal property at end of each day
 - Operator must maintain a list of all participants at the swap meet for each day of operations

Vice Mayor Post asked whether the Town will require door-to-door peddlers to have some form of license identification on their person. **Ms. Fairall** stated peddlers will need to provide their license in order to receive a Town issued license, but does not have the information as to how this particular license will be provided to the peddler. The photo requirement is a new requirement, and it will become part of the application process. **Vice Mayor Post** stated should the Town suggest to residents to request a photo identification of the peddler along with the issued license. **Ms. Fairall** stated that would be appropriate to ask a person who is peddling at their residence for identification.

Mayor Honea inquired about having yard sales over a four day period and whether a license is required for this type of activity. **Ms. Fairall** stated if someone is hosting a yard sale more than three consecutive days, at any one time, or more than four times in a year – that language currently exist in the Town’s Code.

- CHAPTER 9-5. MESSAGE ESTABLISHMENTS
 - Revision to existing chapter to remove requirement for a “regular” business license under Chapter 9-2 in addition to a massage establishment license
 - No need to obtain 2 licenses for same business
 - Will only need to obtain a Massage Establishment License under Chapter 9-5
 - No other substantive revisions
- CHAPTER 9-7. SEXUALLY ORIENTED BUSINESSES
 - Revised section regarding background checks for employees and establishments to extend the time for Arizona Department of Public Safety (DPS) to respond with criminal history checks on fingerprints
 - From 30 or 45 days to 90 days
 - No other substantive revisions

- CHAPTER 9-9. PENALTY
 - Deleted entire chapter; incorporated in new Chapter 9-1 General Provisions
- CHAPTER 9-10. SURFACE MINING AND LAND RECLAMATION
 - Moved current section 9-1-3(B) re: surface mining fees to section 9-10-6
 - No substantive revisions
- NEW – CHAPTER 9-13. MOBILE FOOD VENDORS
 - Currently the Town has no provisions specifically related to mobile food vendors/food trucks
 - Have traditionally regulated as “peddlers”; not a good fit
 - New chapter based on League of Arizona Cities and Towns Model Ordinance
 - In compliance with new state laws enacted in 2018
 - Does not require a special license, just a regular business license under Chapter 9-2
 - Operational requirements:
 - Fire Safety & Inspection – Compliance with fire code; fire inspection or proof of fire inspection from another state fire department within preceding 12 months
 - Refuse, Trash & Litter Maintenance – at least one 15 gallon trash receptacle within 15 feet of each individual mobile food unit
 - Noise Restrictions – No amplified sound while parked; amplified sound between 10:00 PM and 6:00 AM presumed to be disturbing
 - Security – Adequate lighting, no obstructions to street or right-of-way
 - Insurance – Provide Town with insurance documentation if operate on Town property, including right-of-way and Town special events
 - Parking
 - Comply with LDC and other applicable parking regulations
 - Shall not occupy a space for more than 6 hours in a 24-hour period
 - Shall not claim exclusive right to park at a particular location
 - Signs – Comply with Sign Code in LDC
 - Location
 - Generally allowed only in commercial, industrial, and mixed-use zoning districts
 - Not allowed in residential zones or within 250 of residential zone, except:
 - Ice cream vendor may operate on public ROW in residential zone
 - Vendor may operate by agreement with private property owner, for maximum of 6 hours within a 24-hour period

- Allowed to operate in a legal parking space in Town right-of-way, but not in a parking lot on Town-owned property, except:
 - Subject to a license or agreement with the Town
 - Subject to a special event permit issued by the Town
- To operate on private property must have written permission from property owner

Mayor Honea stated with certain food trucks that park in areas throughout the year for certain events he asked whether those trucks are licensed for each event. **Ms. Fairall** stated the truck vendor has a choice of license. The applicant can opt for an annual license which is \$50 for the initial, and \$40 for renewal that is good for the entire year. However, the applicant can opt for a temporary license. The temporary license is good for 10 days at a time and cost \$20.

Council Member Ziegler asked whether food truck vendors have to be escorted into Marana's parks into a designated parking location. **Human Resource Director Curry Hale** responded stating when the Town hosts its Employee Appreciation Day, those food trucks are escorted into the Park by the town's Parks and Recreation Department. **Council Member Ziegler** stated she has attended some community events whereby food trucks are situated, asking whether the Parks and Recreation Department staff escort those food trucks into the park area to setup. **Parks and Recreation Director Jim Conroy** stated there are designated areas where food trucks are permitted to setup, and most of them are repeat businesses to the area. **Mr. Conroy** stated parks staff is oftentimes there until the end of the event and afterwards. When food trucks come to the parks, they are aware of the designated parking areas and will oftentimes go on their own, or town staff will escort them to that area.

Vice Mayor Post stated it was his understanding of the new law that provides food trucks with the permission to park on all public properties with the town's permission or license. **Ms. Fairall** stated the Town cannot prohibit mobile food vendors from using any legal parking space, but that *legal parking space* was not defined. As the League was working on the model ordinance they suggested, and to her knowledge the food lobby was fine with it. A definition of what a legal parking space is any parking space that is designated as in the Town's right-of-way, but does not include a parking space in a parking lot of property owned by the Town. That language has been incorporated into the Town's suggested code revisions.

Council Member Comerford asked when staff is reviewing these codes, does the Town include the Police Department as they are the ones having to enforce the Code. **Ms. Fairall** stated once staff had a final draft of these revisions, staff sent the draft to Chief Rozema for his review, comment and suggestion. She and **Senior Assistant Town Attorney Libby Shelton** would be providing training to the Police once it has been adopted by Council.

Council Member Officer asked whether an operator has to have the owner's or the leasee permission to park or have a swap meet. **Ms. Fairall** stated if the leasee has authority under its lease to grant that type of permission, then that would be acceptable. The Town would look at that—does the leasee have the legal authority to grant that type of permission.

Council Member Kai moved and Council Member Ziegler seconded the motion to adopt Ordinance No. 2019.012, adopting revisions to the Marana Town Code Title 9 (Business Regulations), and Resolution No. 2019-049, declaring the revisions to Title 9 as a public record. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jamsheed Mehta)

Town Manager Jamsheed Mehta referenced the Council Executive Report that reflects most of the information but it is a static report. He stated, **Planning Director Jason Angell** will provide an overview of this information that is also provided on the Town's website, and will update the Council during each first meeting of the month.

Mr. Angell provided an overview of the Current and Proposed Projects on the Town's website, highlighting various areas of the map and tabs from Community Improvement, Transportation, Commercial New Build and Commercial Remodel, Residential, Land Use, and Business License. He stated a new tab was recently added that highlights business licenses, peddlers that updates are still being added and will be functional very soon.

Council Member Ziegler thanked **Mr. Angell and Mr. Mehta** as well as Town staff for their efforts in bringing this forward. **Mr. Angell** thanked each of the departments as well as Town staff for their hard work and input into this feature.

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)

Mayor Honea stated the Legislature recently died, thereby deferring to **Mr. Mehta** for additional updates. **Mr. Mehta** provided a recap of the approval of the budget, as well as a few takeaways that are beneficial to the Town of Marana. There were no HURF sweeps. The \$32 additional fee for vehicle registration will be phased out. Instead of five (5) years, it will be phased out over two (2) year. There was a one-time HURF \$1.00 distribution. They have \$18 million dollars to be distributed only to cities and towns. The counties have been cut out of receiving any portion of those funds. The \$18 million

will be distributed almost equally across jurisdictions at approximately \$200,000 per city or town regardless of the size of the community. Twenty million (\$20 million) has been set aside for the State Schools Safety Grant Program. Marana looks at this as funding for the School Resource Officers (SROs) in schools; this is an ongoing program compared to the HURF funding. HURF funding is a one-time funding opportunity for cities and towns. The budget also included the passage of the wayfair related tax policy, which addresses businesses that are not physically located in cities or towns, a purchase that is made online by a Marana resident, we should be receiving a portion of those sales tax dollars. This has not been made clear to all jurisdictions, and therefore we are awaiting additional clarification from the state as to the portion each city and town would receive.

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.

Mayor Honea asked for a motion to enter into an Executive Session as provided in E2.

Council Member Ziegler moved and Council Member Kai seconded the motion to enter into an Executive Session. Motion Passed: 6-0

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in *Mandarina v. Town of Marana*, Pima County Superior Court case number C20161982, and *Town of Marana v. Mandarina*, Pima County Superior Court case number C20184425.

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

Vice Mayor Post moved and Council Member Comerford second the motion to adjourn the meeting. Meeting adjourned at 8:35 PM.

Motion passed: 6-0. (Viva voce)

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 4, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk

DRAFT



Council-Regular Meeting

L1

Meeting Date: 06/18/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: June 18, 2019

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 12 Restaurant liquor license application submitted by Jose Dan Montano on behalf of DDS Seafood Grill, located at 4140 W. Ina Road, Suite 180, Tucson, Arizona 85741.

Discussion:

This application is for a series 12 Restaurant liquor license at DDS Seafood Grill, located at 4140 W. Ina Road, Suite 180, Tucson, Arizona 85741.

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

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

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

best interests of the community will be substantially served by the issuance of a license.”

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series 12 Restaurant liquor license application submitted by Jose Dan Montano on behalf of DDS Seafood Grill, located at 4140 W. Ina Road, Suite 180, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series 12 Restaurant liquor license application submitted by Jose Dan Montano on behalf of DDS Seafood Grill, located at 4140 W. Ina Road, Suite 180, Tucson, Arizona 85741.

Attachments

Application

Affidavit of Posting

Local Governing Board Reco

DLLC Descriptions of Common Types of Liquor Licenses

Name: DDS FAMILY LLC
Contact Name: JOSE DAN MONTANO
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L22262248
Incorporation Date: 10/11/2017
Correspondence Address: 4140 W INA ROAD
STE 180
TUCSON, AZ 85741
USA

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
JOSE DAN MONTANO	Member, Stockholder	50.00
LUZ M MONTANO	Stockholder, Member	50.00

DDS FAMILY LLC - Stockholder, Member

Name: LUZ M MONTANO
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

DDS FAMILY LLC - Member, Stockholder

Name: JOSE DAN MONTANO
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 63202
Application Type: New Application
Created Date: 04/19/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S. §4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
DEFAULT MOVE OUT
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
MARANA
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
05/01/2019
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes



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: April 25, 2019 Date of Posting Removal: 5/16/19

Applicant's Name: Montano Jose Dan
Last First Middle

Business Address: 4140 W. Ina Road, Suite 180 Tucson 85741
Street City Zip

License #: Application #63202

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

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

4/24/19
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 #: 63202
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL2019-11
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 18th of
(Governing body) (Regular or special) (Day)
June, 2019 considered the application of Jose Dan Montano
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 63202,
(Arizona liquor license application #)
for the license series #: type #12 Restaurant 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 Jose Don Montano
(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

B1

Meeting Date: 06/18/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 18, 2019

Strategic Plan Focus Area:
Community, Heritage

Strategic Plan Focus Area Additional Info:

Community: Create a safe community where all people are motivated to be involved and feel connected and valued.

Principal Statement 2: We will approach citizen engagement in unique and creative ways.

- Objective #3: Identify creative ways to plan neighborhoods and growth areas with meaningful open space, trail connectivity, and active recreation areas.

Heritage: Strengthen community character by linking the past, present and future.

Principal Statement 1: We will seek to preserve the unique history and culture of Marana for generations to come.

- Objective #3: Identify architectural design standards that reflect key attributes and images of Marana's history.

Subject: Resolution No. 2019-060: Relating to Boards, Commissions and Committees, making appointments to the Town of Marana Planning Commission (Cherry L. Lawson)

Discussion:

The terms of four current members of the Planning Commission are set to expire on June 30, 2019. The Town Clerk's Office solicited applications for the upcoming Planning Commission vacancies and received a total of four applications. All four applicants (Sharon Tyson, Thomas Schnee, Bryan Schachter, and Theresa Fehrmann) are the incumbent Planning Commission members who are seeking reappointment. The new term expires on June 30, 2023.

On May 29, 2019, Town Clerk Cherry Lawson sent an email to the Council Committee for Appointments to the Planning Commission and Board of Adjustment, asking if any member desired to interview the four candidates for the four open positions prior to taking the applications to Council for approval. No request was made, and staff is forwarding all four applications to Council for review on tonight's agenda.

At tonight's meeting, the Town Council may do one or more of the following:

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose.
2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Council pleasure.

Suggested Motion:

I move to adopt Resolution No. 2019-060, appointing Sharon Tyson, Thomas Schnee, Bryan Schachter, and Theresa Fehrmann to the Town of Marana Planning Commission with terms expiring June 30, 2023.

Attachments

Resolution No. 2019-060
Tyson, Sharon Application of Interest
Schnee, Thomas Application of Interest
Schachter, Bryan Application of Interest
Fehrman, Terry Application of Interest

MARANA RESOLUTION NO. 2019-060

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; MAKING APPOINTMENTS TO THE TOWN OF MARANA PLANNING COMMISSION

WHEREAS Marana Land Development Code Section 17-2-1 establishes the Planning Commission; and

WHEREAS Town Code Section 2-6-3 sets the terms of all boards, commissions and committees at four years; and

WHEREAS the terms of four members of the Planning Commission will expire on June 30, 2019; and

WHEREAS the Mayor and Council have reviewed applications for the upcoming vacancies; and

WHEREAS the Mayor and Council find that the appointments addressed by this resolution are in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Sharon Tyson, Thomas Schnee, Bryan Schachter, and Theresa Fehrmann are hereby appointed to the Planning Commission with terms beginning July 1, 2019, and expiring June 30, 2023.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Board and Commission Application

Town of Marana

Submitted On:

Apr 3rd, 2019 @ 5:55pm

Board or Commission	P an n g Comm ss on
Please upload your resume here.	https://seam.y/FPoo2Eao
Please upload any other documentation here.	https://seam.y/NS9oRRqA https://seam.y/3nqZNSvD https://seam.y/AvmeQ1aK https://seam.y/RhOKWGDw https://seam.y/V2FdyD8A
First Name	Sharon
Last Name	Tyson
Email	[REDACTED]
Full Address	[REDACTED] Marana AZ [REDACTED]
How many years have you lived at this address?	F ve years n August
How many years have you lived in Marana?	F ve years n August
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Ret red
Employer	Ret red
What is your vision for the Town?	I wou d ove to see us cont nue to pan for susta ned growth. S nce we ve n the fastest grow ng area, I be eve t s mportant to ook at a ssues that come w th that growth. Roads, ut tes and of course the water ssue.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	I be eve that as we cont nue to grow, our roads w become an even b gger ssue. More peop e obv ous y mean more cars so we need to pan ong range on our bu d ng of roads as we as pav ng.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	We are a "fam y fr end y" town w th b k ng, h k ng and beaut fu parks n our town. A so, town emp oyees are very respons ve to the ct zens concerns. Extreme y mportant to fee you are be ng heard!
Please explain your professional background	I worked n the denta f ed for many years wh e s ng e. Once marr ed, I became more commu ty or ented and was nvo ved n fund ra s ng for non prof ts. A so, I have served n e ected pub c off ce as a Counc Member and have a so served as a P an n g Comm ss on member.

Describe your experience working with a Council-appointed board or commission	I have always enjoyed a great working relationship with the Council Members and my peers on the Planning Commission. It has been my honor and a privilege to serve on the Marana Planning Commission for the last two years.
Describe a time when you had to stand firm and make a tough or unpopular decision	Changes are always difficult so I would probably have to say that one of my toughest decisions was to vote for a tax increase. Even though it was to build a new school, it was still a tough call.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I realize from the start....I will not be able to make everyone happy. In positions of leadership you must consider ALL the citizens and what is best for the whole.
Full Name	Don Duncan
Full Address	[REDACTED] Marana AZ [REDACTED]
Relationship	Friend
Phone Number	[REDACTED]
Full Name	Dr. Mary Jane Caylor
Full Address	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Relationship	Friend
Phone Number	[REDACTED]
Phone Number	[REDACTED]
Name of Business	Retired
Person with Interest	Not applicable
Type of Interest	Not applicable
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	

Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	Not applicable
Signature Data	<p>First Name: Sharon Last Name: Tyson Email Address: [REDACTED]</p> <p>[REDACTED]</p> <p>Signed at: 04/03/2019 05:55PM</p>
Full Date	4 3 2019



Board and Commission Application

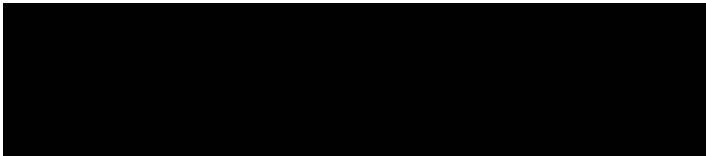
Town of Marana

Submitted On:

Apr 9th, 2019 @ 10:18am

Board or Commission	P ann ng Comm ss on
Please upload your resume here.	https://seam.y/jtZMbSBx
First Name	Thomas
Last Name	Schnee
Email	[REDACTED]
Full Address	[REDACTED] Marana AZ [REDACTED]
How many years have you lived at this address?	June 2006 - 13 years
How many years have you lived in Marana?	June 2006 - 13 years
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Ret red
Employer	Ret red
What is your vision for the Town?	Marana Honor ng a Legacy...Bu d ng a Future! Cont nue to deve op Marana as "the centerpece of the Sonaran Desert exper ence, where fun and progress meet" wh e at the same t me "strengthen ng the community by nk ng the past, present and future."
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Ensuring we cont nue to take a ba nced approached to both res dent a and commerca growth w th respect to our recreat ona desert env ronment. Ensuring nfrastructure upgrades ref ect the town's desert southwest her tage. Water conservat on/water use r ghts/f ood p a n concerns w a ways be a major ssue.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Locat on, ocat on, ocat on! Beaut fu gh desert surrounded by w d fe...great recreat ona areas...great weather...our numerous commun t es create a sma town fee ...easy access to I-10
Please explain your professional background	F ve-pus years serv ng on the ToM P ann ng and Zon ng Comm ss on. Over 38 years of var ous exper ences w th the United States A r Force. Ab ty to command, ead, d rect, manage, mot vate, coord nate the act on of arge complex organ zat ons n atta n ng m ss on goa s and object ves. Exper ence dea ng w th re-zon ng act ons/cond t ona use perm ts, a rf e d/base construct on projects as we as ssues assoc ated w th a r base c osure. In-depth knowledge w th regard to p ann ng, schedu ng, execut ng and nstruct ng combat and cont nuat on tra n ng f y ng operat ons. In-depth background w th regard to f ght, weapons and ground safety.

Describe your experience working with a Council-appointed board or commission	I have been a member of the ToM Planning and Zoning Commission since March 2013 and have had the privilege of being elected as the Chairman approaching five years. Over these past years I have had the opportunity to watch the Commission develop and mature into a group of professionals who are well versed in the issues, who listen to the applicant's proposals and the peoples' concerns, who facilitate compromise if possible, and then respectfully voice their position...and while there may be opposition to a particular Commission action, those parties in opposition know what each Commission's ratonales and can hold us accountable. Note: This has been my first experience in working as a team member in support of Town Council decisions and it has been most rewarding.
Describe a time when you had to stand firm and make a tough or unpopular decision	I have had to guide/make tough decisions many times throughout my Air Force Career and while leading the ToM Planning and Zoning Commission. And while there have been many times when the Commission has made unpopular decisions on both sides of a proposal, the most difficult was approving (for a third time) a valuable rezoning action that my neighborhood did not support. This zoning action required a super majority by the Town Council and did not pass on the first two attempts. The third rezoning action increased buffer areas thereby eliminating the requirement for a Council super majority; hence, the rezoning action was approved. While my neighbors were not happy that I voted in favor of the action they knew my rationale.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	By continuing to follow United States Air Force core values "Integrity first...service before self...excellence in all we do"
Full Name	Jon Norman
Full Address	[REDACTED] [REDACTED] Tucson AZ [REDACTED]
Relationship	Former Headquarters 12th Air Force (Air Forces Southern) Vice Commander
Phone Number	[REDACTED]
Full Name	Ed Honea
Full Address	11555 West Civic Center Drive Marana AZ 85653
Relationship	Mayor
Phone Number	[REDACTED]
Phone Number	[REDACTED]
Name of Business	None

Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	<p>First Name: Thomas</p> <p>Last Name: Schnee</p> <p>Email Address: </p>  <p>Signed at: 04/09/2019 10:17AM</p>
Full Date	<p>4</p> <p>9</p> <p>2019</p>



Board and Commission Application

Town of Marana

Submitted On:

Apr 15th, 2019 @ 4:01pm

Board or Commission	P ann ng Comm ss on
Please upload your resume here.	https://seam.y/8kXjJley
First Name	Bryan
Last Name	Schachter
Email	[REDACTED]
Full Address	[REDACTED] Marana AZ [REDACTED]
How many years have you lived at this address?	3
How many years have you lived in Marana?	3
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	F nance
Employer	Watermark Ret rement Communt es
What is your vision for the Town?	I am exc ted to see the cont nued growth of Marana and enjoy the great nfrastructure, parks and schoo s that are present. I env s on Marana cont nu ng to be a bus ness fr end y env ronment that young fam es are exc ted to res de w th n.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Water qua ty, nfrastructure, amen tes (shopp ng and restaurants) and educat on.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	C mate, outdoor act v tes and nfrastructure.
Please explain your professional background	I run a new acqu st ons and deve opments for a top 15 sen or hous ng owner and operator w th 63 projects and near y 11,000 beds under management. Dur ng my t me at Watermark we have completed 36 transact ons tota ng \$2.71 B on n tota project cap ta zat on.
Describe your experience working with a Council-appointed board or commission	I have been on the Marana P ann ng and Zon ng Comm ss on for the ast year.
Describe a time when you had to stand firm and make a tough or unpopular decision	I have to make those dec s ons on a da y bas s w th my work re ated to whether to move forward on a transact on.

If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I am focused on the long term success of the town of Marana and am capable of maintaining objectivity to ensure that success. I will be focused on what is the best option for the town and the residents.
Full Name	David Freshwater
Full Address	[REDACTED] Tucson AZ [REDACTED]
Relationship	Boss
Phone Number	[REDACTED]
Full Name	RJ Bergman
Full Address	[REDACTED] Tucson AZ [REDACTED]
Relationship	Friend
Phone Number	[REDACTED]
Phone Number	[REDACTED]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	



Board and Commission Application

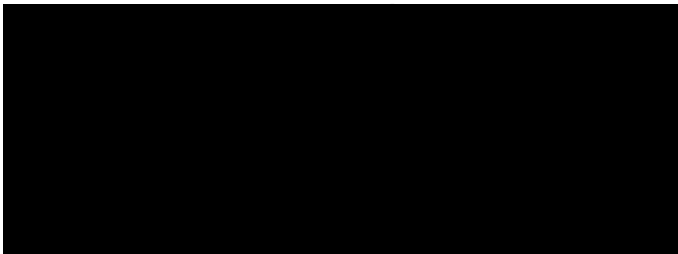
Town of Marana

Submitted On:

Apr 23rd, 2019 @ 12:45pm

Board or Commission	Panning Commission
Please upload your resume here.	https://seam.y/arhVexyY
First Name	Theresa
Last Name	Fehrmann
Email	[REDACTED]
Full Address	[REDACTED] Marana AZ [REDACTED]
How many years have you lived at this address?	30
How many years have you lived in Marana?	43
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Escrow Agent
Employer	Title Security Agency
What is your vision for the Town?	<p>To effectively build the inter structure of a vibrant community from the Rural community and desert in which it began.</p> <p>To retain the Natural landscape as much as possible within development of communities and commercial. The town should continue to provide the residents with municipal facilities for family and community participation.</p>
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	<ol style="list-style-type: none">1. Wastewater agreement or development2. Airports3. connectivity of communities public roadways and recreation
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Website
Please explain your professional background	On the Resume
Describe your experience working with a Council-appointed board or commission	On the Resume

Describe a time when you had to stand firm and make a tough or unpopular decision	I work as a neutral third party professionally, express your opinion, evidence used to make the decision, seek advice and expertise, support your decision. They may not agree but at least understand why you've made the decision.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	The neutral educational information helped a great deal in being self-aware of any bias, sometimes it's surprising to find this inside of you. The yearly review of material, listen to the public and see a truth when it's spoken, despite your own opinion or opinion. Leave room for more information, making decisions prior to meeting is a waste of everyone's time including your own. Listen to other commissioners share their own view or details to address and resolve in moving each piece of agenda towards Town Council.
Full Name	Robert Fehrmann
Full Address	[REDACTED] Marana AZ [REDACTED]
Relationship	Husband - Knows the Best and Worst about me.
Phone Number	[REDACTED]
Full Name	Becky Poto
Full Address	[REDACTED] Marana AZ [REDACTED]
Relationship	Friend of 53 years
Phone Number	[REDACTED]
Phone Number	[REDACTED]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	None
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No

If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	<p>First Name: Theresa</p> <p>Last Name: Fehrmann</p> <p>Email Address: </p>  <p>Signed at: 04/23/2019 12:44PM</p>
Full Date	<p>4</p> <p>23</p> <p>2019</p>



Council-Regular Meeting

A1

Meeting Date: 06/18/2019

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2019.010: Relating to Development; approving a rezoning of approximately 52 acres of land located east of Interstate 10, approximately a half-mile south of Linda Vista Boulevard, from Zone E (Transportation Corridor Zone) and Zone C (Large Lot Zone) to R-3.5 (single-family residential) and R-6 (single-family residential), and approximately 17.4 acres of land from Zone E (Transportation Corridor Zone) to Village Commercial (VC); and approving a minor amendment to the Marana General Plan land use designation from Low-Density Residential (LDR) to Medium-Density Residential (MDR) (Brian D. Varney)

Discussion:

History

The Town Council held a public hearing on May 7, 2019 to consider this request for rezoning and voted 5-0 to continue the hearing to the June 18, 2019, Town Council meeting. At the May 7, 2019 hearing, the Council expressed concern regarding the amount and quality of useable open space within the project and suggested that the applicant's team give further consideration to providing additional recreational amenities. The applicant's team has since revised the open space configuration creating a larger central recreation area and a detached dog park. Revised conceptual plans have been attached to this report.

Rezoning Request

The Planning Center, representing Sears Financial Development, LLC, Joplin Estates, LLC, and the Chivers Family Trust, is requesting approval to rezone approximately 52 acres of land from Zone E (Transportation Corridor Zone) and Zone C (Large Lot Zone) to R-3.5 (single-family residential with a minimum lot size of 3,500 square feet) and R-6

(single-family residential with a minimum lot size of 6,000 square feet), and approximately 17.4 acres of land from Zone E (Transportation Corridor Zone) to Village Commercial (VC).

The rezoning area is bordered on the west by the right-of-way for Interstate 10 and the Union Pacific Railroad, zoned Light Industrial (LI). The Linda Vista Village at Cascada residential subdivision, currently in the platting process, and the existing Marana Center commercial development (Tucson Premium Outlets) are located to the north and both zoned Specific Plan (F). Single-family residential and low-intensity commercial uses are located south of the rezoning area and are zoned C. The area is bordered on the east by existing, single-family residential uses zoned C, as well as vacant land zoned R-6. A 14.7 acre parcel owned by the Arizona Board of Regents and currently used as a KUAT AM and wireless communication site is located between the proposed R-6 zoning and the proposed VC zoning.

Marana General Plan

The Marana General Plan designates the proposed rezoning area with a land use category of Low-Density Residential (LDR). The LDR land use category is typically characterized by single-family detached homes on relatively large lots within a density range of 0.5 to 2.0 residences per acre. The combined density proposed for the rezoning area is 3.55 residences per acre (RAC) with 2.73 RAC proposed for the R-6 zoning and 4.00 RAC proposed for the R-3.5 zoning. The request for rezoning is accompanied by a request for a minor amendment to the General Plan from LDR (Low Density Residential) to Medium-Density Residential (MDR), which accommodates a density range of 2.1 to 8.0 RAC.

Land Use

The land use plan for Joplin Estates proposes 185 single-family residential lots on 52 acres. Of the 52 acres, 33.7 acres is proposed to be rezoned to R-3.5 and 18.3 acres is proposed to be rezoned to R-6. Typical lot sizes are proposed at 4,800 square feet for the R-3.5 zoning and 6,000 square feet for the R-6 zoning. If approved, the zoning will accommodate both single-story and two-story homes and will require compliance with the Town's Residential Design Standards. Approximately 17.8 acres of the residential portion of the rezoning area will be devoted to open space including the drainageway traversing the project, retention / detention areas, bufferyards, a 79,000 square-foot neighborhood park, a 12,000 square-foot dog park, and a decomposed granite/natural earth pathway along the top of the bank of the drainage channel. The recreational amenities in the neighborhood park will include playground equipment, a picnic table, bench seating, and a turf area. The dog park is proposed to be fenced and will include picnic tables and bench seating. Both recreational facilities will include shade areas. The drainageway path is proposed to be constructed of a combination of decomposed granite and natural earth and will extend from the north property boundary to a point near the entrance to the subdivision. Conceptual plans illustrating the proposed recreational amenities have been attached to this staff report.

The land uses within the 17.4 acres of proposed Village Commercial zoning have not yet been determined; however, the new zoning will accommodate a wide variety of commercial and residential uses as allowed by the Land Development Code. The

topography of the site is characterized by relatively flat terrain sloping from the northeast to the southwest. Town staff will require the submittal of a drainage study and evaluate all on-site and off-site drainage in greater detail during the preliminary plat process.

Access and Circulation

Primary ingress / egress to the rezoning area is proposed from an extension of the future Camino Benicardo, extending southward from Linda Vista Boulevard through the planned Linda Vista Village at Cascada project. A preliminary plat has been approved for Linda Vista Village at Cascada, and delineates the connection of Camino Benicardo from Linda Vista Boulevard to the Joplin Estates Rezoning area. Sufficient public right-of-way to serve the Joplin Estates Rezoning will not exist until Camino Benicardo is dedicated by a future Linda Vista Village at Cascada final plat. To clarify this, Town staff has included a proposed condition within the draft rezoning ordinance requiring the dedication of right-of-way for Camino Benicardo through the Linda Vista Village at Cascada property before approval of a subdivision plat or development plan for the Joplin Estates Rezoning property can be approved. Additionally, a condition has been proposed requiring substantial completion of construction of Camino Benicardo through the Linda Vista Village at Cascada property before the Town will grant a certificate of occupancy for any structure within the Joplin Estates Rezoning property.

The appropriate right-of-way of up to a width of 90' for Camino Benicardo, through the Joplin Estates Rezoning property, will be dedicated to the Town during the platting process. Additional access points are proposed at the south and east boundaries of the rezoning area for possible future roadway connections through adjacent properties. The Town is considering a future extension of the existing Joplin Lane from Cortaro Farms Road northward to Camino Benicardo; however, the timing is uncertain. It is anticipated that all streets internal to the rezoning area will be public and maintained by the Town of Marana; however, if platted as private streets, a homeowner's association will accept maintenance responsibility. The Town's Traffic Engineering Division has reviewed and accepted a traffic study for the rezoning area.

Utilities

The rezoning area is located within the Town of Marana water service area and the water supply is assured. A proposed plan identifying water use, fire flow requirements and all on-site and off-site water facilities shall be submitted for hydraulic review. A water service agreement and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owners / developer at the time of development.

Sewer service will be provided to future development within the rezoning area by Pima County. The rezoning area lies within the service areas of Northwest Fire, TEP, Southwest Gas, Century Link and Comcast.

Citizen Participation

The applicant held a neighborhood meeting on December 18, 2018 to introduce the proposed rezoning to the nearby property owners. The primary concerns expressed by those in attendance included access, existing drainage conditions and the current

flooding, and concern regarding the usage of existing wells in the area. It was discussed that access to existing properties in the area would not be negatively impacted by the proposed development and a 30' existing access easement utilized by the area residents would remain. The property owners of the rezoning area have agreed to establish a connection between the adjacent properties and the planned subdivision's internal road network allowing the area residents access to Camino Benicardo, and ultimately Linda Vista Boulevard, through the future development. The neighbors also expressed concern about the existing sheet-flooding in the area. The project engineer explained that the proposal to channelize the floodway within this project will significantly reduce the existing sheet-flow currently impacting the neighbors along the south and southeast property boundary. The proposed drainage basins and related facilities will also mitigate on-site and off-site flows. The concerns regarding the existing wells in the area were addressed by clarifying that Marana Water would be providing water service to the area and local wells would not be impacted.

Public Notification

The public hearing was noticed in The Daily Territorial newspaper, and all property owners within 300 feet of the rezoning area were noticed by United States Mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community and on the Town's website. No additional notice was provided since the first public hearing due to the date specific continuance to June 18, 2019.

Recommended Findings of Fact

1. The property is currently zoned Zone C (Large-lot Zone) and Zone E (Transportation Corridor Zone). The proposed change in zoning to R-3.5 (single-family residential), R-6 (single-family residential), and Village Commercial (VC) will require a minor amendment to the General Plan from the current Low-Density Residential (LDR) to Medium Density Residential (MDR).
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to these zoning classifications.
3. The proposed rezoning, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis Review Criteria

1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:

With the acceptance of the recommended conditions the proposed rezoning complies with the requirements of all agencies.

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:

With the acceptance of the recommended conditions, the proposed rezoning complies with the requirements of R-3.5 (single-family residential), R-6 (single-family residential), and Village Commercial (VC) zoning and the purpose and intent of the Land

Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan:

The proposed rezoning is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan, contingent upon the approval of the proposed minor amendment from LDR to MDR.

4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town:

Based upon the requirements and conditions, the proposed rezoning does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2019.010, approving the Joplin Estates Rezoning and a minor amendment to the General Plan based upon the recommended findings and subject to the conditions set forth in the draft Ordinance included with these agenda materials.

Planning Commission Recommendation:

The Planning Commission heard the request for the proposed rezoning and minor amendment to the General Plan at a public hearing held on March 27, 2019. By a vote of 6 to 0, the Planning Commission voted in favor of recommendation to the Town Council approval of the Joplin Estates Rezoning, as presented by staff, with an amendment to one condition.

Suggested Motion:

I move to adopt Ordinance No. 2019.010, approving the Joplin Estates Rezoning, subject to the recommended conditions.

Attachments

Ordinance No. 2019.010
PCZ1810-001 JOPEST RZ Exhibit A
PCZ1810-001 JOPEST RZ CLUP
PCZ1810-001 JOPEST RZ Park
PCZ1810-001 JOPEST RZ Dog Park
PCZ1810-001 JOPEST RZ Trail Sect
PCZ1810-001 JOPEST RZ Map
PCZ1810-001 JOPEST RZ App
PCZ1810-001 JOPEST RZ Commission Minutes (Draft)

MARANA ORDINANCE NO. 2019.010

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 52 ACRES OF LAND LOCATED EAST OF INTERSTATE 10, APPROXIMATELY A HALF-MILE SOUTH OF LINDA VISTA BOULEVARD, FROM ZONE E (TRANSPORTATION CORRIDOR ZONE) AND ZONE C (LARGE LOT ZONE) TO R-3.5 (SINGLE-FAMILY RESIDENTIAL) AND R-6 (SINGLE-FAMILY RESIDENTIAL), AND APPROXIMATELY 17.4 ACRES OF LAND FROM ZONE E (TRANSPORTATION CORRIDOR ZONE) TO VILLAGE COMMERCIAL (VC); AND APPROVING A MINOR AMENDMENT TO THE MARANA GENERAL PLAN LAND USE DESIGNATION FROM LOW-DENSITY RESIDENTIAL (LDR) TO MEDIUM-DENSITY RESIDENTIAL (MDR)

WHEREAS Sears Financial Development, LLC, Joplin Estates, LLC, and the Chivers Family Trust (collectively the "Property Owners") own a total of 69.4 acres of property located south of Linda Vista Boulevard and east of Interstate 10 in portions of Sections 22 and 23, Township 12 South, Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized The Planning Center to submit an application to rezone 52 acres of the Rezoning Area from Zone E (Transportation Corridor Zone) and Zone C (Large Lot Zone) to R-3.5 (single-family residential) (33.7 acres) and R-6 (single-family residential) (18.3 acres), and 17.4 acres from Zone E (Transportation Corridor Zone) to Village Commercial (VC), and to amend the Marana General Plan from Low-Density Residential (LDR) to Medium-Density Residential (MDR); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on March 27, 2019, and voted 6 to 0 to recommend that the Town Council approve this Rezoning and its associated minor general plan amendment, subject to the recommended conditions and amending one condition; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning and its associated general plan amendment on June 18, 2019 and determined that this Rezoning and minor general plan amendment should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from Zone E (Transportation Corridor Zone) and Zone C (Large Lot Zone) to R-3.5 (single-family residential), R-6 (single-family residential) and Village Commercial (VC).

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term “Property Owners” in the following conditions):

1. Compliance with all applicable provisions of the Town’s codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the Conceptual Land Use Plan presented to, and approved by, the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the Marana Water Department (the “water provider”) prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the “wastewater utility”) prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated

with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.

7. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 185.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
10. The Property Owners shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
11. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
12. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
13. No subdivision plat or development plan shall be approved for any portion of the Rezoning Area until the public right-of-way of Camino Benicardo has been dedicated through the Linda Vista Village at Cascada property, establishing legal public access from the Rezoning Area to Linda Vista Boulevard.
14. No certificate of occupancy shall be issued for any structure within the Rezoning Area until substantial completion of construction of Camino Benicardo through the Linda Vista Village at Cascada property, establishing paved public access from the Rezoning Area to Linda Vista Boulevard.

15. The Property Owners shall dedicate right-of-way at a width of 90 feet for Camino Benicardo with the recording of the first final subdivision plat. Right-of-way shall be dedicated along the entire frontage of the residential portion of the Rezoning Area as shown on the Conceptual Land Use Plan. The Property Owners shall be responsible for the design and construction of the Camino Benicardo roadway along the frontage.

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, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION – JOPLIN ESTATES

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, LYING NORTHEAST OF THE TUCSON GAS AND ELECTRIC COMPANY RIGHT-OF-WAY AS DESCRIBED IN DOCKET 2336 AT PAGE 82.

EXCEPT THE NORTH 800 FEET OF THE EAST 800 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22.

PARCEL 1A:

EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER:

THE NORTH 30 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTH 30 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER; THE EAST 30 FEET OF THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE WEST 30 FEET OF THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH 30 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE EAST 30 FEET OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

PARCEL 2:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

PARCEL 2A:

EASEMENTS FOR INGRESS AND EGRESS AND UTILITIES AS SET FORTH IN: DOCKET 4186 AT PAGE 572 AND DOCKET 6216 AT PAGE 1079.

EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH IN: DOCKET 2470 AT PAGES 15, 16 AND 17; DOCKET 4349 AT PAGE 51; DOCKET 5508 AT PAGES 62 AND 66; AND DOCKET 6062 AT PAGE 661.

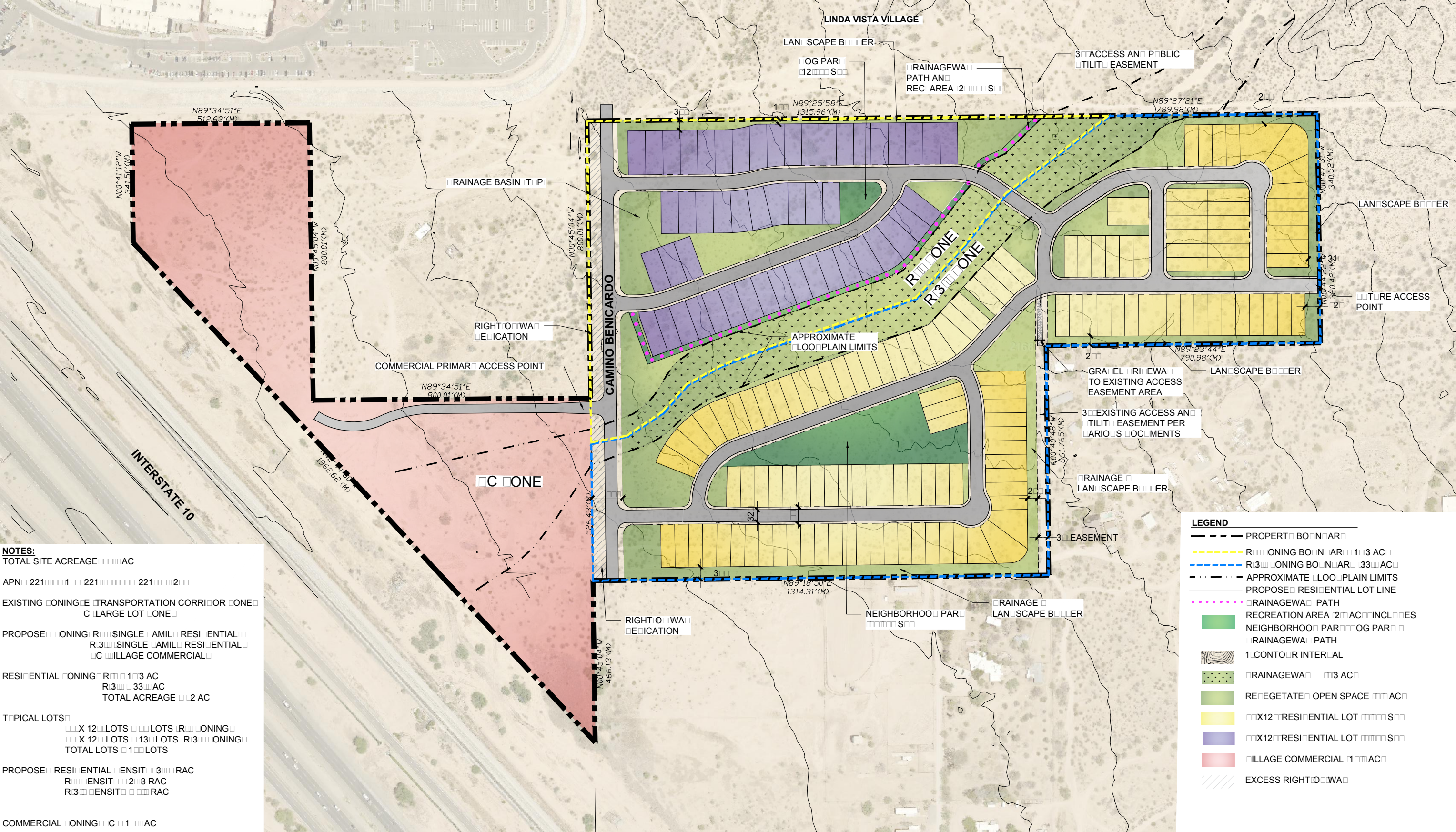
PARCEL 3:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

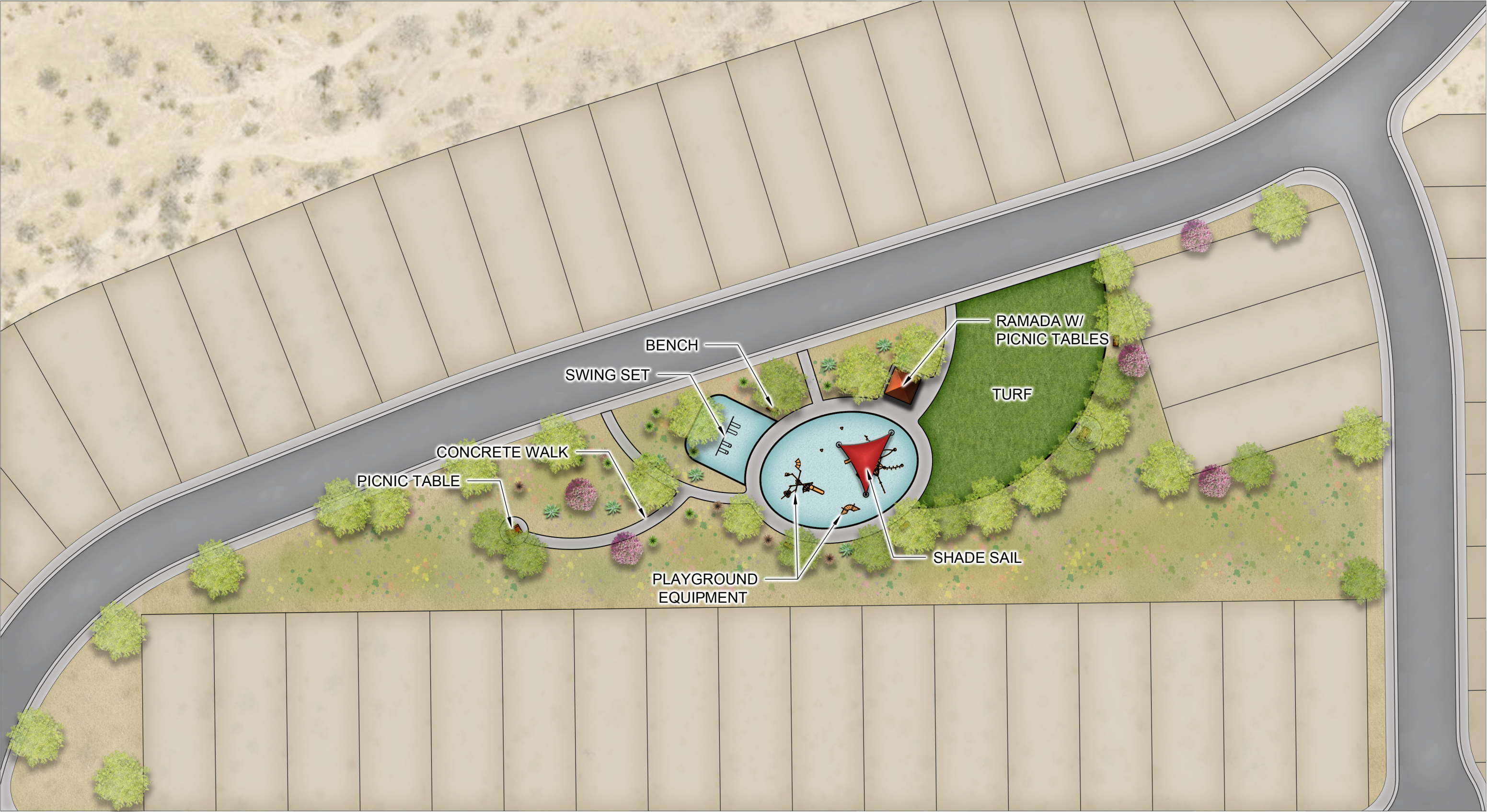
EXCEPT THE EAST 528 FEET.



CONCEPTUAL LAND USE PLAN

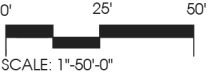


CONCEPTUAL NEIGHBORHOOD PARK



JOPLIN ESTATES

Regular Council Agenda Packet 06/18/2019



SCALE: 1"=50'-0"



NORTH



PROJECT: JOP-01 DATE: 05/30/19
FILE NAME: JOP01_PARK_RENDERING_20190530.DWG Page 184 of 300

CONCEPTUAL DOG PARK

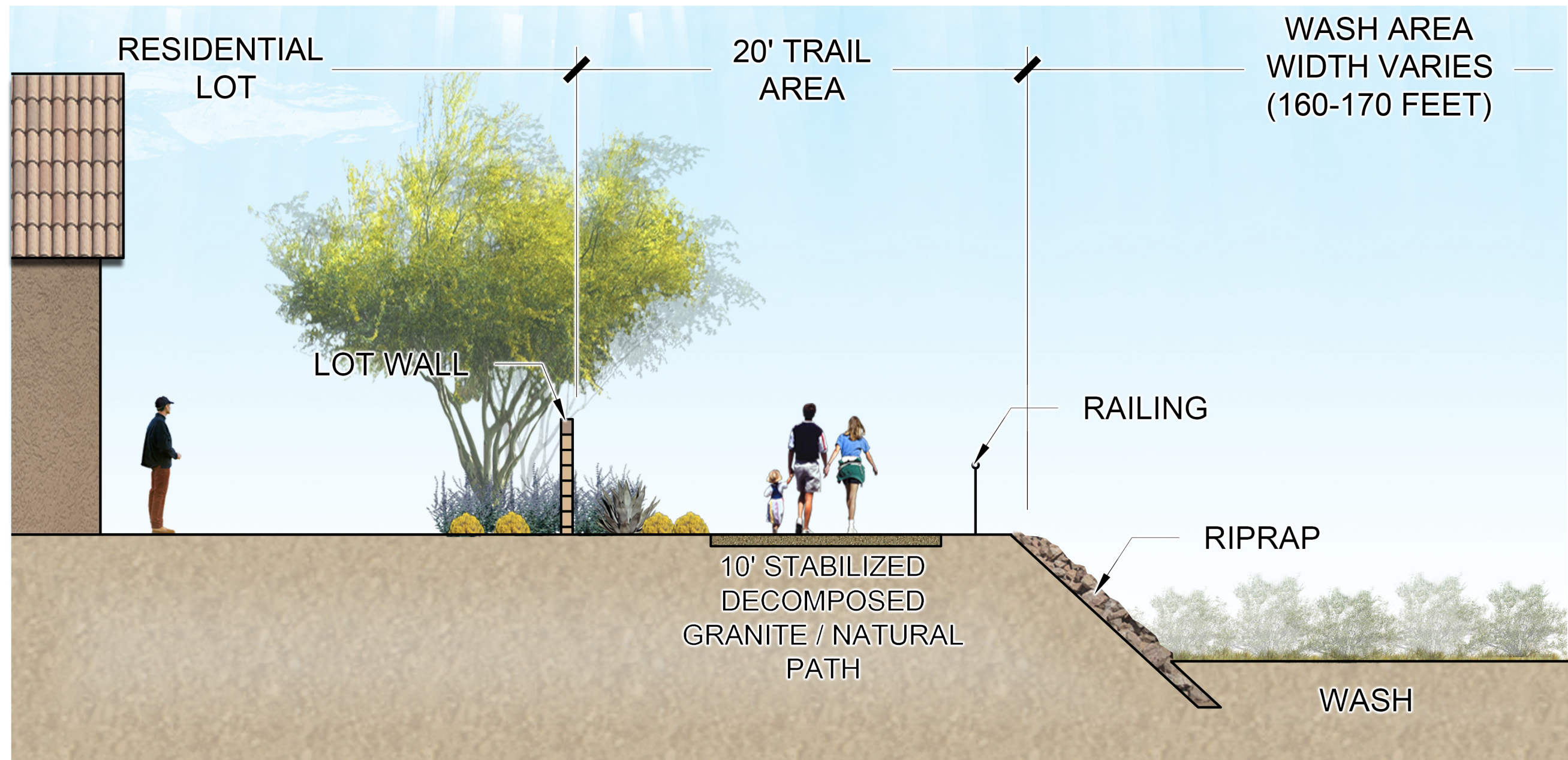


JOPLIN ESTATES

Regular Council Agenda Packet 06/18/2019



DRAINAGEWAY PATH





Legend

- Marana Addresses
- Marana Town Limits
- Parcels (Black)

1: 18,055



0.6 0 0.28 0.6 Miles

Notes

**PROJECT APPLICATION****PROJECT INFORMATION**

Project Name: Joplin Estates Rezoning

Description of Project: Rezoning of 69.4 acres from E & C to R-3.5, R-6 & VC

Number of Lots: 180

Parcel No.(s): 221-04-0240, 221-06-0100, 221-06-0090

Gross Area (Acres): 69.4 AC

Project Address: n/a

Ref. Project No.: n/a

CONTACT INFORMATION**Owner:** Interstate Industrial & Chivers Family Trust

Contact Name: Doron Sears

Address: 6340 N. Campbell Ave

City: Tucson

State: AZ

Zip: 85718

Email: doron@searsfinancial.net

Phone No.: (520) 529-8217

Applicant: The Planning Center

Contact Name: Lexy Wellott/ Linda Morales

Address: 2 E Congress Ste. 600

City: Tucson

State: AZ

Zip: 85716

Email: lwellott@azplanningcenter.com / lmorales@...

Phone No.: (520) 623-6146

Consultant/Engineer: Perry Engineering

Contact Name: Ken Perry

Address: 505 W. Wetmore Road

City: Tucson

State: AZ

Zip: 85705

Email: kperry@perryengineering.net

Phone No.: (520) 620-9870

OWNER/APPLICANT AUTHORIZATION

I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. (If applicant is not the owner, attach written authorization from the owner.)

Lexy Wellott

Applicant Name (PRINT)

Signature

10/10/18

Date

FOR OFFICIAL USE ONLYProject No. PC21810-001

Date Received

10/11/18☐ Annexation☐ Rezone☐ Specific Plan☐ General Plan Amendment☐ Preliminary Plat☐ Final Plat☐ Significant Land Use Change☐ Minor Land Division☐ Variance☐ Development Plan☐ Development Plan Package☐ Dedications / Easements☐ Lic. Agreement☐ Landscape Plan☐ Conditional Use Permit☐ Report (Type): _____☐ SWPP☐ Native Plant Plan☐ Native Plant Exception☐ Other: _____☐ Improvement Plan (Type): _____

Revision Date: 1/26/2017



MARANA PLANNING COMMISSION
REGULAR COMMISSION MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 27, 2019, 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

MINUTES

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 was absent. A quorum was present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. *Motion to approve by Commissioner Fehrmann, seconded by Commissioner Miller. Passed unanimously.*

ANNOUNCEMENTS.

GENERAL ORDER OF BUSINESS. Approve Regular Planning Commission Meeting Minutes from February 27, 2019. *Motion to approve by Commissioner Hill, seconded by Commissioner Miller. Passed unanimously.*

PUBLIC HEARINGS.

1. CUP1903-001 Silverbell Self-Storage: A request for approval of a conditional use permit to allow for the development of indoor self-storage facilities; RV, boat, and vehicle storage; and moving truck rental at 8333 N. Silverbell Road (southwest corner of Silverbell and the south leg of Continental Reserve Loop). (Ryan Fagan)

Prior to starting, Chairman Schnee noted that he lives in Continental Reserve and sits on the Board of Directors. This will have no impact on his decision regarding this item.

Ryan Fagan, noted the request is for conditional use permit for a proposed self-storage located at 8333 N. Silverbell Road. The location is in the in the Pima Farms Specific Plan, the land use is "C" Commercial and is subject to the Silverbell Road Corridor Overlay District. Pima Farms commercial zoning allows for a wide variety of commercial uses. The Silverbell Road Corridor Overlay District allows for self-storage facilities, recreational vehicle and boat storage, and automobile and truck rental be permitted conditionally. The existing development plan for this site was approved in 2005.

The proposal is for a 3-story indoor self-storage facility, RV/boat/vehicle storage, and truck rental. All require a conditional use permit. The proposal has two phases. Phase One: sell/lease existing building, resurface existing vacant pads to allow walled and gated RV/boat/vehicle storage. Phase Two: build 3-story indoor self-storage facility. The proposed business hours: 9:00 am – 6:00 pm 7 days a week. Building would be accessible to renters 24/7/365.

Staff has proposed additional standards:

Landscaping: restore missing/dead plants, provide a new landscape plan for the self-storage building, with additional landscaping along Continental Reserve Loop. Lighting: interior lighting must be on timers/motion sensors from 10:00 pm to sunrise and must be 3000K or less. Signage: no wall signage on the north side and nothing that may be construed as signage may be visible through the windows. No display of rental trucks along Silverbell Road or Continental Reserve Loop.

Chairman Schnee asked the number/type of rental vehicles. **Jim Weisert** - applicant - noted there would be two to four vehicles that would be located on the side of the facility. The vehicles would have a rollup door on the back. **Chairman Schnee** asked how far the building would be set back from the road. **Jim Wiesert** noted they would meet all requirements of the Town, adding the building hasn't been designed yet. **Chairman Schnee** asked if the windows could be blacked-out. **Jim Weisert** stated absolutely. It is all negotiable. **Commissioner Miller** asked if there were any restrictions on the vehicles being stored. **Jim Weisert** stated there will be restrictions. **Vice Chair Duncan** asked how bright the sign will be. **Jim Wiesert** stated that is flexible. We want to be part of the community and work with the community to make sure everyone is happy. The building will be a "Class A" facility with modern technology and designed to fit the community. **Vice Chair Duncan** was concerned with the visibility of the storage vehicles. Jim Weisert noted they would be flexible with the location of where citizens would store their vehicles. The new facility would actually hide a majority of the parking directly behind it. The majority of the parking will not be visible from Silverbell Road. They are welcome to ideas regarding parking visible to Continental Reserve Loop.

Chairman Schnee opened the public portion of the hearing.

Dawn Cooper was opposed to the project. She had concerns with the increase of traffic, noise, and crime. Linda Lachuga was opposed to the project. She doesn't want it in the area. John Russin was opposed to the project. He had concerns with traffic, crime and safety. Rebekah Russin was opposed to the project. She was concerned with high crime, increase in traffic. Adding that her children walk to the nearby school. Thomas Miner was opposed to the project. He felt the screening wall would be tagged with graffiti. Gregory Bill was opposed to the project. He felt there would be an increase in traffic, lighting and noise. Michael Ruzinski was opposed to the project. He wanted to keep the character of the neighborhood. He was concerned with property values. Roy Gonyea was opposed to the project. He felt the project would lower his property value and there would be an increase in noise, traffic and safety.

Bill Johnson was opposed to the project. Mary Johnson was opposed to the project. Felt her property value would decrease. Denise McDowell was opposed to the project. She had traffic concerns, reduction in home values and potential crime. Crystal Sander was opposed to the project. She was concerned with potential crime, traffic and property values. Diane Svab was opposed to the project. Michael Gleigher was opposed to the project. He was concerned with the character of the proposed business and the impact to the area. Bob Judson was opposed to the project. Kurt Grissinger was opposed to the project. He felt the proposed wall will be tagged with graffiti and junk cars will be stored in the lot. Ella Clements was opposed to the project. She felt the project will be devastating to the children in the neighborhood.

Chairman Schnee closed the public portion of the hearing.

Chairman Schnee felt there was no way to block the view of the RV and boat parking with the 6' wall and planned vegetation. He felt the vehicles would still be in view and is not in favor of that plan. Commissioner Hill agreed with Chairman Schnee. Commissioner Schachter felt this project is a reduction in the economic benefit of this site. Commissioner Miller was not in favor of the RV, vehicle parking. Commissioner Fehrmann stated the conditional use permit has been well thought out and the proposed layout could be beneficial in many ways but she has a concern with the welfare of the residents. Vice Chair Duncan noted that he is hesitant to vote for the RV parking due to the location. He felt at covered parking would have been a better choice. Chairman Schnee felt the proposed facility hours of 24/7/365 would bring a lot of late-night traffic and encourage people to enter the property when it wasn't being monitored. He felt 6:00 am to 10:00 pm was sufficient. Chairman Schnee felt the indoor storage was a nice idea but felt the building height of 39' was too high and would stand out. If the applicant would submit a building lower in height [possibly with a basement,] the building would be designed to fit in with the current scheme along Silverbell Road. Commissioner Miller noted that the land is zoned "Commercial" and whatever goes in, will increase traffic. The issue of safety or graffiti was not a concern, but he doesn't think this particular project would fit in this location. Vice Chair Duncan agreed with Chairman Schnee and Commissioner Miller. He would like to see the project be brought back with modifications, but doesn't like the current proposal.

Motion to approve by Chairman Schnee, seconded by Commissioner Miller.

Chairman Schnee – No

Vice Chair Duncan – No

Commissioner Fehrmann – No

Commissioner Hill – No

Commissioner Miller – No

Commissioner Schachter – No

Motion denied unanimously, 0-6

2. CUP1801-001 Golden Leaf Medical Marijuana Facility Expansion: Approving and authorizing an amendment to the approved conditional use permit for the second expansion of the existing medical marijuana facility located at 5390 W. Ina Road (A.P.N. 226-35-006Y). (Cynthia Ross)

Cynthia Ross noted the applicant proposes an amendment to the approved conditional use permit for an 11.98 acre expansion. The parcel **1.19.02**

Chairman Schnee opened the public portion of the hearing. Seeing there were no speaker cards, Chairman Schnee closed the public portion of the hearing.

Motion to approve by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously. 6-0

3. PCZ1810-001 Joplin Estates Rezoning: A request for a recommendation to the Marana Town Council for approval to rezone approximately 52 acres of land from Zone E (Transportation Corridor Zone) and Zone C (Large Lot Zone) to R-3.5 (Single-family Residential) and R-6 (Single-family Residential), and approximately 17.4 acres of land from Zone E (Transportation Corridor Zone) to Village Commercial (VC). The property is generally located south of Linda Vista Boulevard and east of Interstate 10 in portions of Section 22 and 23, Township 12S, Range 12E. (Brian D. Varney)

Chairman Schnee opened the public portion of the hearing. Seeing there were no speaker cards, Chairman Schnee closed the public portion of the hearing.

Motion to approve with amended condition: 14. "No subdivision plat or development plan shall be approved for any portion of the Rezoning Area until the public right-of-way for Camino Benicardo has been dedicated through the Linda Vista Village at Cascada property, establishing legal public access from the Rezoning Area to Linda Vista Boulevard." by Commissioner Hill, seconded by Chairman Schnee. Passed unanimously. 6-0

COMMISSION ACTION.

1. PRV1811-003 Saguaro Bloom 7A Preliminary Plat: A request for a recommendation to the Town Council for approval of a preliminary plat for Saguaro Bloom "7A", Lots 1-202, Blocks "7B" and "7C" (Future Residential), and Common Areas "A" (Drainage/Open Space) and "B" (Park) located at the southeast corner of Lambert Lane and Saguaro Peaks Boulevard. (Ryan Fagan)

Motion to approve by Commissioner Fehrmann, seconded by Commissioner Miller. Passed unanimously. 6-0

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. Motion to adjourn at 8:25 p.m. by Vice Chair Duncan, seconded by Chairman Schnee. Passed unanimously.

CERTIFICATION.

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on March 27, 2019. I further certify that a quorum was present.



Terri Byler, Commission Secretary



Council-Regular Meeting

A2

Meeting Date: 06/18/2019

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 18, 2019

Strategic Plan Focus Area:

Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:

Marana's Strategic Plan identifies financial sustainability as an overriding principle of Marana's strategic framework.

Subject: PUBLIC HEARING: Resolution No. 2019-061: Relating to Budget; adopting the Town of Marana's fiscal year 2019-2020 final budget (Yiannis Kalaitzidis)

Discussion:

On May 21, 2019, Mayor and Council adopted a tentative budget for fiscal year 2019-2020. In adopting the tentative budget, Mayor and Council established the expenditure limitation for the Town for the fiscal year.

Adoption of the attached resolution, which requires a public hearing, is the last formal step in the process of adopting the final budget. After receiving public input, Mayor and Council are being asked to consider adopting a final budget that shall not exceed \$143,780,795. There were minor reallocations of expenditure authority between certain line items and funds. Overall expenditures, however, did not change. The following highlights certain items included in the proposed final budget:

Authorized Positions

Including position adjustments made during the current fiscal year, staffing increased 11.4 FTE from 363.95 positions in FY 2019 to 375.35 in FY 2020. The following are the new positions added:

- Code Enforcement Officer I (1.0 FTE; General Fund)
- Business Process Supervisor (1.0 FTE; General Fund)
- Park Maintenance Supervisor (1.0 FTE; General Fund)
- Police Officer (3.0 FTE; General Fund)
- Equipment Operator (1.0 FTE; General Fund)

- Facilities Technician II (1.0 FTE; Water Fund)
- Traffic Technician I (1.0 FTE; Water Fund)
- Water Quality Technician (2.0 FTE; Water Fund)

Additionally, the proposed FTE increase includes one part-time Water Billing Specialist position going from 0.6 FTE to 1 FTE, which is not shown in the list of positions above.

Team Performance Pay Adjustments

The fiscal year 2018-2019 budget includes a team performance pay adjustment. Team performance pay is based on performance and behavior that is aligned with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork and engaged innovation). This adjustment takes into consideration the Town's pay philosophy to maintain a competitive position in the market and to recognize and reward employees who push the organization toward excellence.

Eligible employees may receive up to a 3.5% team performance pay adjustment added to their base pay. Eligible employees who are at the top of their pay range would receive any portion over their maximum pay range as a one-time, lump sum payment.

Further, each pay grade within the adopted salary schedule will increase by 3%. Employees eligible for the team performance pay adjustment will receive no more than the 3.5% within the newly adjusted pay grade.

Staff has included the official budget forms required by the State of Arizona's Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Y

Amount: \$143,780,795

Adoption of final budget for fiscal year 2019-2020 and establishing the legal level of budgetary control. The final budget amount of \$143,780,795 is the same as the tentative budget amount approved on May 21, 2019. There were no material adjustments between tentative and final budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 2019-061, adopting the fiscal year 2019-2020 final budget.

Suggested Motion:

I move to adopt Resolution No. 2019-061, adopting the Town of Marana's fiscal year 2019-2020 final budget.

Attachments

Resolution No. 2019-061

Exhibit A - 2019-2020 Final Budget Auditor General Schedules

FY2019-2020 Compensation Adjustment Plan

FY2020 Salary Schedules

2020 Final Budget Presentation

MARANA RESOLUTION NO. 2019-061

RELATING TO BUDGET; ADOPTING THE TOWN OF MARANA'S FISCAL YEAR 2019-2020 FINAL BUDGET

WHEREAS in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Marana Town Council did, on May 21, 2019, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Marana; and

WHEREAS in accordance with said chapter of said title, and following due public notice, the Council met on June 18, 2019, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS it appears that publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 18, 2019, at the office of the Council for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, attached hereto as Exhibit A and incorporated herein by this reference, as now increased, reduced, or changed, are hereby adopted as the budget of the Town of Marana for the fiscal year 2019-2020.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

OFFICIAL BUDGET FORMS

TOWN OF MARANA

Fiscal Year 2020

TOWN OF MARANA

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Fiscal Year 2020

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TOWN OF MARANA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year	S c h		FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds		
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	1	49,816,341	9,425,278	8,094,144	44,579,914	0	25,523,037	4,231,566	141,670,280
2019	Actual Expenditures/Expenses**	E	2	39,670,417	5,374,694	13,169,782	18,972,369	0	12,016,207	4,539,118	93,742,587
2020	Fund Balance/Net Position at July 1***		3	32,368,948	6,853,205	5,648,523	24,142,398	0	8,522,448	660,426	78,195,948
2020	Primary Property Tax Levy	B	4	0							0
2020	Secondary Property Tax Levy	B	5			1,050,990	131,855				1,182,845
2020	Estimated Revenues Other than Property Taxes	C	6	47,188,667	8,580,103	2,906,850	8,916,333	0	19,046,996	5,049,200	91,688,149
2020	Other Financing Sources	D	7	0	0	2,505,000	0	0	16,108,636	0	18,613,636
2020	Other Financing (Uses)	D	8	0	0	0	0	0	0	0	0
2020	Interfund Transfers In	D	9	0	100,000	5,986,888	234,316	0	2,776,775	0	9,097,979
2020	Interfund Transfers (Out)	D	10	4,545,542	0	0	1,710,519	0	2,841,918	0	9,097,979
2020	Reduction for Amounts Not Available:		11								
LESS:	Amounts for Future Debt Retirement:										0
	Future Capital Projects										0
	Maintained Fund Balance for Financial Stability										0
											0
											0
2020	Total Financial Resources Available		12	75,012,073	15,533,308	18,098,251	31,714,383	0	43,612,937	5,709,626	189,680,578
2020	Budgeted Expenditures/Expenses	E	13	51,751,547	10,935,733	13,027,249	23,101,756	0	39,915,310	5,049,200	143,780,795

EXPENDITURE LIMITATION COMPARISON

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation

2019	2020
\$ 141,670,280	\$ 143,780,795
141,670,280	143,780,795
\$ 141,670,280	\$ 143,780,795
\$	\$

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

TOWN OF MARANA
Tax Levy and Tax Rate Information
Fiscal Year 2020

	<u>2019</u>	<u>2020</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u> </u>	\$ <u> </u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ <u> </u>	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u> </u>	\$ <u> </u>
B. Secondary property taxes	<u>832,517</u>	<u>1,182,845</u>
C. Total property tax levy amounts	\$ <u><u>832,517</u></u>	\$ <u><u>1,182,845</u></u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>831,768</u>	
(2) Prior years' levies	<u>749</u>	
(3) Total primary property taxes	\$ <u><u>832,517</u></u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u> </u>	
(2) Prior years' levies	<u> </u>	
(3) Total secondary property taxes	\$ <u> </u>	
C. Total property taxes collected	\$ <u><u>832,517</u></u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u> </u>	<u> </u>
(2) Secondary property tax rate	<u>2.8000</u>	<u>2.8000</u>
(3) Total city/town tax rate	<u><u>2.8000</u></u>	<u><u>2.8000</u></u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>four</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
GENERAL FUND			
Local taxes			
Sales taxes	\$ 26,284,560	\$ 28,469,795	\$ 26,910,247
Licenses and permits			
Building and development fees	3,768,640	4,092,822	3,851,200
Business and license fees	160,000	156,735	160,000
Animal license fees	100,000	86,908	91,500
Franchise fees	489,450	480,000	495,000
Host fees	300,000	300,000	283,312
Intergovernmental			
State shared sales taxes	4,314,755	4,400,000	4,707,099
Urban revenue sharing	5,336,906	5,424,304	5,928,567
Auto lieu	2,096,535	1,920,794	2,204,473
Other			
Charges for services			
Charges for services	518,637	571,547	494,750
Fines and forfeits			
Court fines and fees	585,000	450,602	402,000
Interest on investments			
Interest	185,000	800,000	777,000
In-lieu property taxes			
Contributions			
Voluntary contributions	247,757	220,000	209,600
Miscellaneous			
Other miscellaneous	568,769	810,000	673,919
Total General Fund	\$ 44,956,009	\$ 48,183,507	\$ 47,188,667

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
SPECIAL REVENUE FUNDS			
Community development block grants	\$ 150,000	\$ 75,935	\$ 150,000
Affordable housing revolving	10,000	4,361	10,000
Other grants and contributions	2,846,591	620,169	3,384,974
RICO	34,500	89,583	37,500
	<u>\$ 3,041,091</u>	<u>\$ 790,048</u>	<u>\$ 3,582,474</u>
Impound	\$ 40,000	\$ 31,600	\$ 8,000
Bed tax	1,088,016	1,168,132	1,227,600
Emergency telecommunications	52,000	34,122	49,200
Local JCEF	15,000	9,696	8,000
	<u>\$ 1,195,016</u>	<u>\$ 1,243,550</u>	<u>\$ 1,292,800</u>
Fill the GAP	\$ 6,000	\$ 3,490	\$ 4,500
Local technology enhancement	140,000	60,613	45,000
Highway user revenue	3,276,078	3,348,327	3,655,329
	<u>\$ 3,422,078</u>	<u>\$ 3,412,430</u>	<u>\$ 3,704,829</u>
Total Special Revenue Funds	<u>\$ 7,658,185</u>	<u>\$ 5,446,028</u>	<u>\$ 8,580,103</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

DEBT SERVICE FUNDS

Tangerine farms road improvement district	\$ 1,992,337	\$ 2,914,151	\$ 2,873,670
Gladden farms CFD debt			29,149
Gladden farms II CFD debt			4,031
Saguaro springs CFD debt			
	<u>\$ 1,992,337</u>	<u>\$ 2,914,151</u>	<u>\$ 2,906,850</u>
Total Debt Service Funds	<u>\$ 1,992,337</u>	<u>\$ 2,914,151</u>	<u>\$ 2,906,850</u>

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
CAPITAL PROJECTS FUNDS			
Transportation	\$ 5,906,742	\$ 7,342,912	\$ 5,421,050
One-half cent sales tax	2,952,570	3,432,977	
Impact fee funds	1,546,093	4,301,089	2,186,196
Other capital projects	2,825,812	455,784	937,587
	\$ 13,231,217	\$ 15,532,762	\$ 8,544,833
 Downtown reinvestment	 \$ 223,600	 \$ 215,283	 \$ 234,000
Regional transportation authority	5,069,038	6,007,009	35,000
Pima association of governments			75,000
	\$ 5,292,638	\$ 6,222,292	\$ 344,000
 Vanderbilt farms CFD capital	 \$ 27,500	 \$	 \$ 27,500
Saguaro springs CFD capital	106,833		
	\$ 134,333	\$	\$ 27,500

Total Capital Projects Funds \$ 18,658,188 \$ 21,755,054 \$ 8,916,333

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

PERMANENT FUNDS

	\$	\$	\$
	\$	\$	\$

Total Permanent Funds \$ \$ \$

ENTERPRISE FUNDS

Water utility	\$ 8,614,248	\$ 8,752,839	\$ 9,116,785
Airport	6,780,781	1,171,377	6,730,663
Wastewater utility	3,510,494	3,644,874	3,199,548
	\$ 18,905,523	\$ 13,569,090	\$ 19,046,996

Total Enterprise Funds \$ 18,905,523 \$ 13,569,090 \$ 19,046,996

TOWN OF MARANA
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
INTERNAL SERVICE FUNDS			
Health benefits	\$ 3,943,000	\$ 4,667,645	\$ 4,712,720
Dental benefits	288,566	371,681	336,480
	\$ 4,231,566	\$ 5,039,326	\$ 5,049,200
Total Internal Service Funds	\$ 4,231,566	\$ 5,039,326	\$ 5,049,200
TOTAL ALL FUNDS	\$ 96,401,808	\$ 96,907,156	\$ 91,688,149

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

TOWN OF MARANA
Other Financing Sources/(Uses) and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	(USES)	IN	(OUT)
GENERAL FUND				
Other grants and contributions	\$	\$	\$	\$ 100,000
Other capital projects				234,316
2013 debt service				1,259,750
2014 debt service				800,689
2017 debt service				440,107
Airport				910,680
Water utility				750,000
Wastewater utility				50,000
Total General Fund	\$	\$	\$	\$ 4,545,542
SPECIAL REVENUE FUNDS				
Other grants and contributions	\$	\$	\$ 100,000	\$
Total Special Revenue Funds	\$	\$	\$ 100,000	\$
DEBT SERVICE FUNDS				
2013 debt service	\$	\$	\$ 3,070,300	\$
2014 debt service			800,689	
2017 debt service			2,115,899	
Gladden farms II CFD debt service	1,255,000			
Saguaro springs CFD debt service	1,250,000			
Total Debt Service Funds	\$ 2,505,000	\$	\$ 5,986,888	\$
CAPITAL PROJECTS FUNDS				
Transportation	\$	\$	\$	\$ 691,899
Impact fees				983,893
Other capital projects			234,316	
Vanderbilt CFD				34,727
Total Capital Projects Funds	\$	\$	\$ 234,316	\$ 1,710,519
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Airport	\$	\$	\$ 910,680	\$
Water utility	14,850,000		972,298	1,532,108
Wastewater utility	1,258,636		893,797	1,309,810
Total Enterprise Funds	\$ 16,108,636	\$	\$ 2,776,775	\$ 2,841,918
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 18,613,636	\$	\$ 9,097,979	\$ 9,097,979

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2019	2019	2019	2020
GENERAL FUND				
Non-departmental	\$ 1,922,312	\$	\$ 1,898,540	\$ 2,074,932
Mayor and council	338,036		322,352	349,616
Town manager	1,898,946		1,679,901	1,870,089
Town clerk	583,948		428,943	534,528
Human resources	913,548		839,587	1,142,205
Finance	1,205,031		1,013,541	1,522,424
Legal	1,005,575		936,754	1,043,625
Technology services	3,452,181		3,011,242	3,006,286
Economic development and tourism	284,506		270,495	287,827
Development services	2,517,953		2,025,534	2,254,562
Engineering	2,948,922		2,336,098	2,585,051
Police	13,888,716		13,882,986	14,406,429
Courts	1,058,027		954,265	1,156,666
Public works	5,190,389		3,642,729	5,047,120
Parks and recreation	4,829,741		3,975,270	4,861,855
Community development	984,992		931,063	1,164,152
Capital outlay	1,793,518		1,521,117	3,444,180
Contingency	5,000,000			5,000,000
Total General Fund	\$ 49,816,341	\$	\$ 39,670,417	\$ 51,751,547
SPECIAL REVENUE FUNDS				
Highway user revenue	\$ 3,901,049	\$	\$ 2,306,185	\$ 5,106,881
Revolving affordable housing	50,000		35,005	93,206
Local JCEF	72,000			166,000
Fill the GAP	34,500			34,500
Local technology	289,549		90,818	430,000
Community development block gran	150,000		86,354	150,000
Bed tax	1,088,016		962,288	1,227,600
Other grants and contributions	2,946,591		816,065	3,546,846
RICO	782,573		1,038,035	79,500
Impound fees	40,000		4,327	30,200
Emergency telecommunications	71,000		35,617	71,000
Total Special Revenue Funds	\$ 9,425,278	\$	\$ 5,374,694	\$ 10,935,733
DEBT SERVICE FUNDS				
Series 2013 debt	\$ 3,032,525	\$	\$ 3,638,810	\$ 3,042,113
Series 2014 debt	794,469		794,469	792,346
Series 2017 debt	1,766,300		1,764,300	2,098,900
Tangerine farms ID debt	2,023,837		2,492,203	3,775,170
Gladden farms CFD debt	477,013		476,713	532,313
Saguaro springs CFD debt			4,003,287	1,524,650
Gladden farms II CFD debt				1,261,757
Total Debt Service Funds	\$ 8,094,144	\$	\$ 13,169,782	\$ 13,027,249

TOWN OF MARANA
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2019	2019	2019	2020
CAPITAL PROJECTS FUNDS				
Transportation	\$ 21,476,467	\$	\$ 5,890,174	\$ 16,434,682
One-half percent sales tax	6,506,234		6,009,414	200,000
Impact fee funds	3,056,757		1,659,406	1,178,491
Other capital projects	2,189,827		1,371,331	3,844,812
Downtown reinvestment	830,495		14,561	474,125
Pima association of governments				75,000
Regional transportation authority	5,069,037		4,018,942	44,996
Gladden farms CFD	528,500		2,600	678,500
Gladden farms II CFD	213		1,437	3,550
Saguaro springs CFD	4,892,000		2,987	139,500
Vanderbilt farms CFD	30,384		1,517	28,100
Total Capital Projects Funds	\$ 44,579,914	\$	\$ 18,972,369	\$ 23,101,756
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Water utility	\$ 11,435,704	\$ 2,000,000	\$ 6,418,020	\$ 27,641,423
Airport	7,493,416		2,317,754	7,541,343
Wastewater utility	6,593,917	(2,000,000)	3,280,433	4,732,544
Total Enterprise Funds	\$ 25,523,037	\$	\$ 12,016,207	\$ 39,915,310
INTERNAL SERVICE FUNDS				
Health benefits	\$ 3,943,000	\$	\$ 4,255,095	\$ 4,712,720
Dental benefits	288,566		284,023	336,480
Total Internal Service Funds	\$ 4,231,566	\$	\$ 4,539,118	\$ 5,049,200
TOTAL ALL FUNDS	\$ 141,670,280	\$	\$ 93,742,587	\$ 143,780,795

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Expenditures/Expenses by Department
Fiscal Year 2020

	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
DEPARTMENT/FUND	2019	2019	2019	2020
Economic development and tourism				
General fund	\$ 284,506	\$	\$ 270,495	\$ 287,827
Bed tax fund	303,877		272,200	314,808
Department Total	\$ 588,383	\$	\$ 542,695	\$ 602,635
Police				
General Fund	\$ 13,894,716	\$	\$ 13,882,986	\$ 14,406,429
Grants and contributions	421,591		765,565	1,121,846
RICO	34,500		21,169	79,500
Impound fees	40,000		4,327	30,200
Emergency telecommunications	71,000		35,617	71,000
Department Total	\$ 14,461,807	\$	\$ 14,709,664	\$ 15,708,975
Court				
General Fund	\$ 1,058,027	\$	\$ 954,265	\$ 1,156,666
Local JCEF	72,000			166,000
Fill the GAP	34,500			34,500
Local tech enhancement	289,549		89,715	430,000
Department Total	\$ 1,454,076	\$	\$ 1,043,980	\$ 1,787,166
Public works				
General Fund	\$ 5,190,389	\$	\$ 3,642,729	\$ 5,047,120
Highway user revenue fund	3,065,957		1,744,012	4,487,881
Department Total	\$ 8,256,346	\$	\$ 5,386,741	\$ 9,535,001
Community development				
General Fund	\$ 984,992	\$	\$ 931,063	\$ 1,164,152
CDBG	150,000		86,354	150,000
Revolving affordable housing	50,000			50,000
Department Total	\$ 1,184,992	\$	\$ 1,017,417	\$ 1,364,152

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

TOWN OF MARANA
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
FUND	2020	2020	2020	2020	2020	2020
GENERAL FUND	336.75	\$ 21,298,474	\$ 3,701,072	\$ 3,993,592	\$ 2,036,017	\$ 31,029,155
SPECIAL REVENUE FUNDS						
Bed tax	1.00	\$ 96,923	\$ 11,502	\$ 13,080	\$ 7,603	\$ 129,108
Total Special Revenue Funds	1.00	\$ 96,923	\$ 11,502	\$ 13,080	\$ 7,603	\$ 129,108
ENTERPRISE FUNDS						
Water utility	27.60	\$ 1,559,978	\$ 182,853	\$ 269,203	\$ 143,296	\$ 2,155,330
Airport	3.00	203,274	24,141	38,822	25,094	291,331
Wastewater utility	7.00	429,337	50,429	105,645	43,530	628,941
Total Enterprise Funds	37.60	\$ 2,192,589	\$ 257,423	\$ 413,670	\$ 211,920	\$ 3,075,602
TOTAL ALL FUNDS	375.35	\$ 23,587,986	\$ 3,969,997	\$ 4,420,342	\$ 2,255,540	\$ 34,233,865

Town of Marana

Fiscal Year 2020 Salary Schedule Adjustment & Team Performance Pay

The Town is committed to providing fair and competitive compensation to its employees through performance and behavior based pay. Our compensation philosophy is to have a strategy that attracts, retains and motivates employees to accomplish the organization's goals and objectives.

The Town's compensation strategy focuses on annual team performance and behavior in lieu of market-based adjustments. When adjustments to the paygrades within the Salary Schedule are made, increases will be based on the Team Performance Pay criteria (with the exception being for an employee who falls below the new minimum of their paygrade on the Salary Schedule).

The Fiscal Year 2020 budget contains funding to grant eligible employees the Team Performance Pay adjustment of up to 3.5%. The Town will also be increasing the minimum and maximum salary ranges within each paygrade by 3% in fiscal year 2020. Employees eligible for the Team Performance Pay adjustment will receive no more than 3.5% within their newly adjusted paygrade, not to exceed the new maximum of their paygrade. If the Team Performance Pay adjustment for an eligible employee exceeds the new maximum of their paygrade, they will receive a lump sum payment for the portion of their increase that exceeds the maximum of their new paygrade. An employee who falls below the new minimum of their paygrade, after any eligible Team Performance Pay adjustments have been made, will receive an increase up to the new minimum of the paygrade.

Team Performance Pay Eligibility

1. Regular full- and part-time classified, sworn, and unclassified employees, hired on or before July 1, 2018 and not at the top of their pay range, are eligible to receive the Team Performance Pay if not otherwise disqualified by the criteria set forth below.
2. Regular full- and part-time classified, sworn, and unclassified employees hired between July 2, 2018 and December 31, 2019 and not at the top of their pay range, are eligible to receive a pro-rated Team Performance Pay adjustment if not otherwise disqualified by the criteria set forth below.
3. Regular full- and part-time classified, sworn, and unclassified employees who are at the top of their pay range are eligible to receive the Team Performance Pay adjustment as a lump sum payment if not otherwise disqualified by the criteria set forth below.
4. Regular full- and part-time classified, sworn, and unclassified employees who have received no more than one corrective action memo or written reprimand during Fiscal Year 2019 are eligible to receive 2% less in Team Performance Pay adjustment or lump sum payment than they would have received otherwise based on the criteria herein.
5. Employees hired on or after January 1, 2019 are not eligible to receive the Team Performance Pay adjustment.
6. Employees who have been on leave status for more than six months, suspended, involuntarily demoted, or have received more than one corrective action memo or written reprimand are not eligible to receive the Team Performance Pay adjustment. Employees receiving a combination of a Work or

Performance Improvement Plan (WIP/PIP) and a corrective action memo or written reprimand during Fiscal Year 2019 are not eligible to receive the Team Performance Pay adjustment.

- a. A department head has the option to seek approval from the Town Manager who has sole discretion for reinstatement of Team Performance Pay after a period of six-months, provided that no further written reprimands or actions identified in this section are issued to the employee during that 6-month period.
7. Employees classified in term-limited temporary (TLT) and short-term temporary (STT) positions (i.e. Lifeguards, Sports Officials, Interns, etc.) are not eligible to receive the Team Performance Pay adjustment. If a Salary Schedule adjustment for the paygrade of a temporary employee causes the employee to fall below the new minimum of their paygrade, they will receive an increase up to the new minimum of their paygrade.
8. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.

Implementation

1. Team Performance Pay adjustments shall not cause an employee's base salary to exceed the maximum of the paygrade for the employee's position.
2. Calculation of the Team Performance Pay adjustment will be based on an employee's regular base pay rate, exclusive of other types of compensation (i.e. special assignment pay, overtime pay, shift differential, etc.)

Pay Administration

1. Eligible employees will receive the Team Performance Pay adjustment and/or Salary Schedule adjustment (for those who fall below the minimum of their paygrade) with the paycheck beginning July 26, 2019.
2. Compensation will be paid in accordance with the Town's bi-weekly regular payroll cycle.
3. Compensation will be subject to normal payroll taxes and other regular payroll deductions.
4. Compensation will be subject to pension contributions as provided by state law.
5. Federal and State withholding will be calculated based on the current exemptions on file.



Human Resources

Salary Schedules Fiscal Year 2019-2020

Classified Positions

Exempt Positions

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 108			\$45,484.57	\$56,855.44	\$68,227.40	Annual
208	Human Resources Analyst	Exempt				
476	Recreation Coordinator	Exempt				
210	Senior Accountant	Exempt				
GRADE 109			\$49,578.13	\$61,973.46	\$74,367.73	Annual
713	Airport Operations Supervisor	Exempt				
212	Budget Analyst	Exempt				
198	Communications Specialist	Exempt				
439	Executive Assistant to the Town Manager	Exempt				
252	Geographic Information Systems (GIS) Analyst	Exempt				
840	Graphic Designer	Exempt				
276	Management Assistant	Exempt				
752	Parks Maintenance Supervisor	Exempt				
712	Public Works Supervisor	Exempt				
322	Real Property Acquisition Agent	Exempt				
246	Senior Planner	Exempt				
440	Special Events Coordinator	Exempt				
722	Water Distribution Supervisor	Exempt				
723	Water Production Supervisor	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 110			\$54,536.48	\$68,170.60	\$81,804.72	Annual
719	Chief Water Reclamation Operator	Exempt				
237	CIP Process Analyst	Exempt				
330	Database Administrator	Exempt				
202	Economic Development Specialist	Exempt				
341	Network Administrator	Exempt				
214	Payroll Administrator	Exempt				
211	Procurement Officer	Exempt				
236	Project Control Specialist	Exempt				
285	Revenue and Customer Service Manager	Exempt				
325	Safety & Emergency Management Coordinator	Exempt				
206	Senior Human Resources Analyst	Exempt				
268	Technology Analyst	Exempt				
GRADE 111			\$60,535.37	\$75,668.66	\$90,803.04	Annual
222	Associate Town Attorney	Exempt				
124	Assistant Building Official	Exempt				
814	Crime Scene Property & Evidence Supervisor	Exempt				
400	Deputy Town Clerk	Exempt				
163	Environmental Project Manager	Exempt				
217	Grants Manager	Exempt				
164	Police Telecommunications Manager	Exempt				
467	SCADA Administrator	Exempt				
258	Senior GIS Analyst	Exempt				
340	Senior Network Administrator	Exempt				
320	Software Developer	Exempt				
502	Superintendent	Exempt				
201	Tourism & Marketing Manager	Exempt				
483	Water Business Services Coordinator	Exempt				
481	Water Resources Coordinator	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 112			\$67,799.82	\$84,749.50	\$101,699.19	Annual
261	Assistant Town Attorney	Exempt				
177	Chief Code Enforcement and Animal Control Officer	Exempt				
230	Civil Engineer	Exempt				
244	Principal Planner	Exempt				
161	Project Manager	Exempt				
240	Technology Manager	Exempt				
263	Traffic Manager	Exempt				
159	Water Operations Manager	Exempt				
153	Water Reclamation Operations Manager	Exempt				
GRADE 113			\$76,613.83	\$95,766.75	\$114,919.68	Annual
175	Chief Building Official	Exempt				
151	CIP Engineering Division Manager	Exempt				
170	Court Administrator	Exempt				
147	Development Engineering Division Manager	Exempt				
GRADE 114			\$86,573.40	\$108,216.73	\$129,860.08	Annual
157	Engineering Deputy Director	Exempt				
149	Finance Deputy Director	Exempt				
250	Human Resources Deputy Director	Exempt				
155	Parks & Recreation Deputy Director	Exempt				
158	Public Works Deputy Director	Exempt				
262	Senior Assistant Town Attorney	Exempt				
148	Water Deputy Director	Exempt				
GRADE 115			\$97,827.46	\$122,284.87	\$146,741.19	Annual
154	Deputy Town Attorney	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Non-Exempt Positions						
GRADE 206			\$27,259.90	\$33,393.59	\$39,527.82	Annual
			\$13.1057	\$16.0546	\$19.0037	Hourly
700	Maintenance Associate I	Non-exempt				
GRADE 207			\$29,168.24	\$35,730.95	\$42,294.46	Annual
			\$14.0232	\$17.1783	\$20.3338	Hourly
436	Customer Service Clerk	Non-exempt				
GRADE 208			\$31,209.68	\$38,232.20	\$45,254.45	Annual
			\$15.0046	\$18.3809	\$21.7570	Hourly
417	Accounting Associate	Non-exempt				
406	Administrative Assistant	Non-exempt				
456	Court Clerk	Non-exempt				
680	Customer Service Representative	Non-exempt				
421	Engineering Document Clerk	Non-exempt				
600	Maintenance Associate II	Non-exempt				
430	Permit Clerk	Non-exempt				
444	Police Records Clerk	Non-exempt				
443	Property & Evidence Records Clerk	Non-exempt				
423	Records Clerk	Non-exempt				
GRADE 209			\$33,394.66	\$40,908.86	\$48,423.06	Annual
			\$16.0551	\$19.6677	\$23.2804	Hourly
463	Community Services Specialist	Non-exempt				
748	Facilities Technician I	Non-exempt				
427	Legal Document Specialist	Non-exempt				
419	License and Tax Specialist	Non-exempt				
442	Water Billing Specialist	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 210			\$35,732.55	\$43,772.18	\$51,812.34	Annual
			\$17.1792	\$21.0443	\$24.9098	Hourly
660	Assets Coordinator	Non-exempt				
450	Court Collections Specialist	Non-exempt				
620	Courtroom Specialist	Non-exempt				
434	Development Coordinator	Non-exempt				
336	Engineering Aide	Non-exempt				
749	Facilities Technician II	Non-exempt				
614	Fleet Technician I	Non-exempt				
604	Maintenance Associate III	Non-exempt				
547	Project Coordinator-CIP	Non-exempt				
418	Senior Accounting Associate	Non-exempt				
GRADE 211			\$38,234.07	\$46,836.08	\$55,438.62	Annual
			\$18.3818	\$22.5173	\$26.6532	Hourly
729	Associate Water Reclamation Mechanic	Non-exempt				
453	Court Operations Specialist	Non-exempt				
242	Court Probation Monitor	Non-exempt				
812	Court Security Officer	Non-exempt				
810	Crime Scene Specialist	Non-exempt				
448	Dispatcher	Non-exempt				
741	Equipment Operator I	Non-exempt				
438	Executive Assistant	Non-exempt				
508	Fleet Technician II	Non-exempt				
312	GIS Technician	Non-exempt				
744	Irrigation Control Technician	Non-exempt				
445	Police Records Specialist	Non-exempt				
466	Recreation Programmer	Non-exempt				
455	Senior Court Clerk	Non-exempt				
621	Senior Courtroom Specialist	Non-exempt				
441	Special Events Programmer	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 212			\$41,292.35	\$50,583.40	\$59,874.19	Annual
			\$19.8521	\$24.3189	\$28.7857	Hourly
209	Accountant	Non-exempt				
527	Animal Control Officer	Non-exempt				
616	Equipment Mechanic	Non-exempt				
743	Equipment Operator II	Non-exempt				
426	Legal Assistant	Non-exempt				
309	Technology Support Specialist I	Non-exempt				
371	Traffic Technician I	Non-exempt				
736	Water Operator I	Non-exempt				
GRADE 213			\$44,596.47	\$54,629.86	\$64,664.33	Annual
			\$21.4406	\$26.2644	\$31.0886	Hourly
518	Building Inspector I	Non-exempt				
315	Business Process Analyst	Non-exempt				
522	Code Enforcement Officer I	Non-exempt				
461	Community Outreach Coordinator	Non-exempt				
525	Construction Inspector	Non-exempt				
248	Crime Analyst	Non-exempt				
510	Lead Fleet Technician	Non-exempt				
520	Planner	Non-exempt				
302	Plans Examiner	Non-exempt				
526	Right of Way Inspector	Non-exempt				
632	Senior Executive Assistant	Non-exempt				
705	Signs and Markings Specialist	Non-exempt				
372	Traffic Technician II	Non-exempt				
532	Water Quality Technician	Non-exempt				
728	Water Reclamation Mechanic	Non-exempt				
730	Water Reclamation Operator I	Non-exempt				
737	Water Operator II	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 214			\$48,609.45	\$59,546.40	\$70,484.16	Annual
			\$23.3700	\$28.6281	\$33.8866	Hourly
471	Administrative Supervisor	Non-exempt				
516	Building Inspector II	Non-exempt				
521	Code Enforcement Officer II	Non-exempt				
560	Engineering Specialist	Non-exempt				
751	Facilities Tradesman	Non-exempt				
514	Housing Rehabilitation Specialist	Non-exempt				
470	Police Records Supervisor	Non-exempt				
464	Police Telecommunications Supervisor	Non-exempt				
215	Procurement Agent	Non-exempt				
313	Technology Support Specialist II	Non-exempt				
738	Water Operator III	Non-exempt				
533	Water Quality Specialist	Non-exempt				
731	Water Reclamation Operator II	Non-exempt				
469	Water Technology Support Specialist II	Non-exempt				
GRADE 215			\$53,470.55	\$65,501.20	\$77,532.38	Annual
			\$25.7069	\$31.4910	\$37.2752	Hourly
176	Chief Building Inspector	Non-exempt				
452	Court Supervisor	Non-exempt				
300	Senior Plans Examiner	Non-exempt				
373	Traffic Technician III	Non-exempt				

Additional Pay (Applies only to Non Exempt Positions)

Shift Differential Pay	\$0.90 per hour	Pay for employees who work between 6:00 p.m. and 6:00 a.m.
On-Call/Stand-By Pay	\$1.00 per hour	Pay for employees who stand ready to work during non-work hours when assigned.

Classified Sworn Positions

Non-Exempt Positions

Job Code	Grade	Job Title	Salary Schedule	Fiscal Year		
807	POR	*Police Recruit	Non-Exempt	Flat Rate		
			Annual	\$46,350.02		
			Hourly	\$22.2836		
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	\$49,594.15	\$59,688.87	\$69,783.86
			Hourly	\$23.8434	\$28.6966	\$33.5499
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	\$71,627.66	\$79,345.39	\$87,063.12
			Hourly	\$34.4364	\$38.1469	\$41.8572

Exempt Positions

800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	\$85,252.09	\$99,748.86	\$114,245.62
801	CAPT	Police Captain	Exempt	Minimum	Midpoint	Maximum
			Annual	\$93,776.76	\$112,865.39	\$131,954.01

Police Officer Special Assignments Pays

7.5% added to base pay	Detective
7.5% added to base pay	Lead Detective
5% added to base pay	Investigator
5% added to base pay	Lead Police Officer
5% added to base pay	Auto Theft Task Force
5% added to base pay	Counter Narcotics Alliance
5% added to base pay	DART
5% added to base pay	DEA Task Force
5% added to base pay	EOD (Explosives)
5% added to base pay	K9
5% added to base pay	Motorcycles
5% added to base pay	School Resource Officer (SRO)
5% added to base pay	SWAT
5% added to base pay	Volunteer Coordinator
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer
31	Approved Assignments

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)

Shift Differential	\$0.90 per hour	Pay for employees who work between 6:00 p.m. and 6:00 a.m.
On-Call/Stand-By Pay	\$1.00 per hour	Pay for employees who stand ready to work during non-work hours as assigned.

Unclassified Positions

Exempt Positions

Salary Schedules	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Grade A			\$67,799.82	\$84,749.50	\$101,699.19	Annual
260	Assistant to the Town Manager	Exempt				
Grade B			\$76,613.83	\$95,766.75	\$114,919.68	Annual
141	Communications Manager	Exempt				
Grade D			\$97,827.46	\$122,284.87	\$146,741.19	Annual
182	Deputy Chief of Police	Exempt				
Town Officers Grade I			\$94,123.96	\$120,008.76	\$145,892.48	Annual
144	Airport Director	Exempt				
114	Community and Neighborhood Services Director	Exempt				
115	Director of Economic Development and Tourism	Exempt				
127	Development Services Director	Exempt				
116	Human Resources Director	Exempt				
136	Parks and Recreation Director	Exempt				
180	Public Works Director	Exempt				
134	Technology Services Director	Exempt				
106	Town Clerk	Exempt				
146	Water Director	Exempt				
Town Officers Grade II			\$112,450.67	\$143,374.19	\$174,297.69	Annual
112	Assistant Town Manager	Exempt				
110	Deputy Town Manager	Exempt				
118	Finance Director	Exempt				
138	Chief of Police	Exempt				
120	Town Attorney	Exempt				
132	Town Engineer	Exempt				

Temporary Positions

Job Code	Job Title	FLSA* Status	Minimum		Salary Schedules		Maximum
826	*Lifeguard	Non-exempt	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00
828	*Lifeguard WSI	Non-exempt	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50
824	*Recreation Aide	Non-exempt	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00

*returning employees may receive a \$.25 (cents) increase each year

Job Code	Job Title	FLSA* Status	High School	College	Grad School	Law School
480	Intern	Non-exempt	\$11.00	\$12.00	\$13.00	\$14.00

Job Code	Job Title	FLSA* Status	half day session	full day session	
169	Judge Pro Tempore	Exempt	\$150.00	\$300.00	Flat Rate

*if less than half day session rate is \$50 per hour

Additional Pay (Applies only to Non-Exempt position)

Shift Differential \$0.90 per hour *Pay for employees who work between 6:00 p.m. and 6:00 a.m.*

On-Call/ Stand-by \$1.00 per hour *Pay for employees who stand ready to work as assigned during non-work hours when assigned.*

Public Hearing: Fiscal year 2019-2020 Final Budget Budget



FY 2020

June 18, 2019

Regular Council Agenda Packet 06/18/2019

Page 222 of 300

FY2020 BUDGET TIMELINE

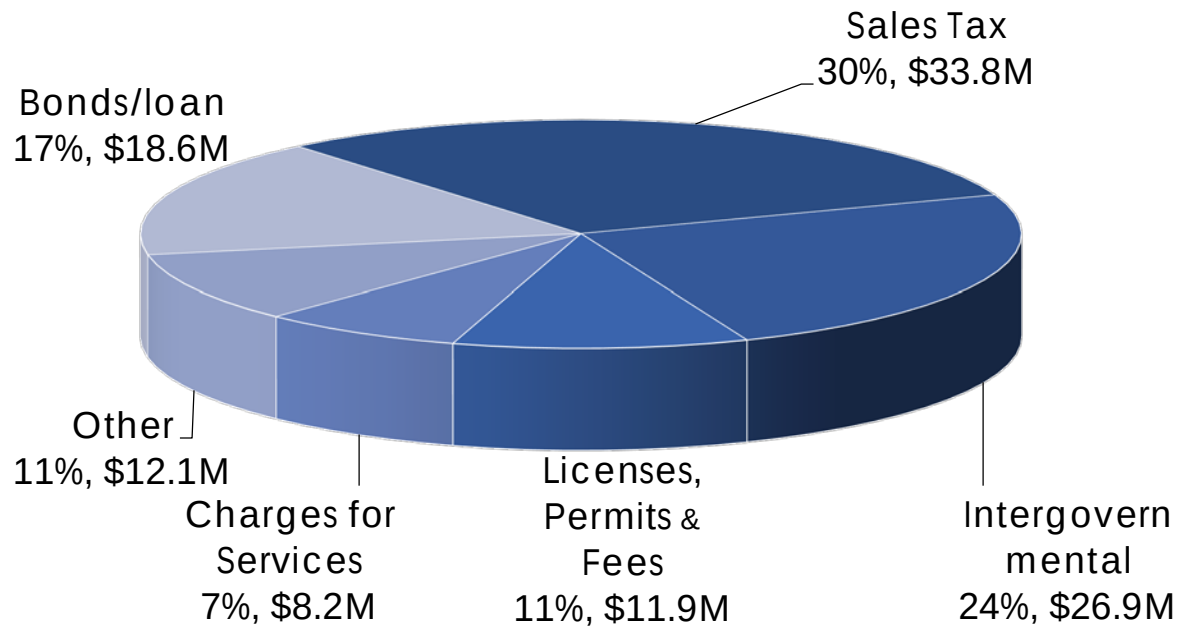
- January – Presented preliminary revenue outlook for FY2020 and solicited Council and public feedback
- February – Presented initial 5 year Capital Improvement Plan for consideration and feedback
- April – Presented Manager's recommended operating budget for consideration and additional feedback
- May – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- June – Adoption of Final Budget for Fiscal Year 2019-2020

FY2020 EXPENDITURE SUMMARY

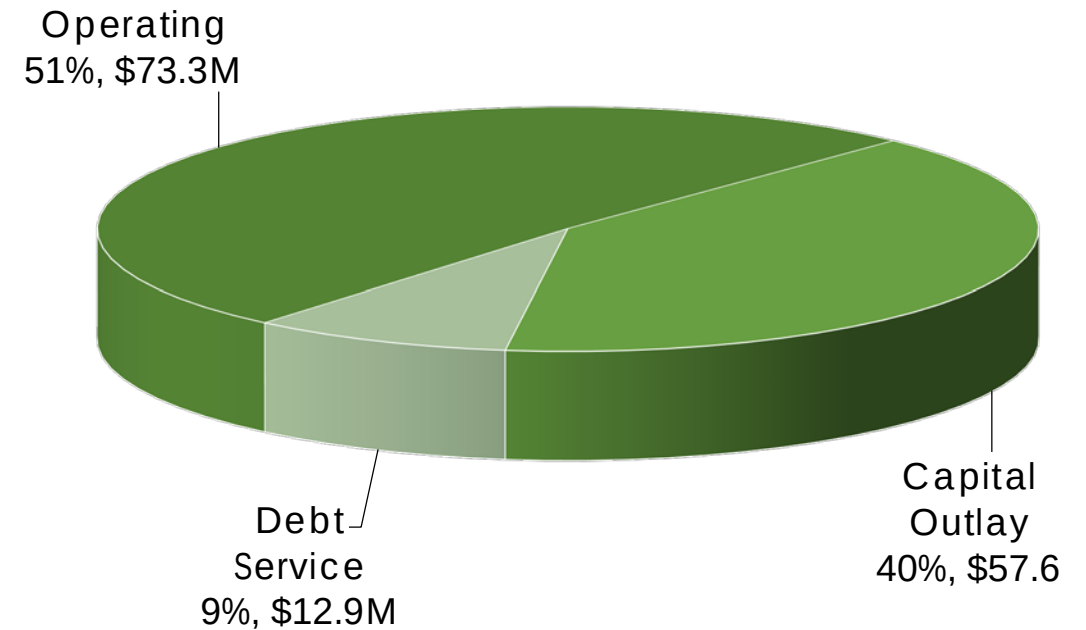
Primary Entity	2020 Final	2019 Adopted	Dollar Change	Percentage Change
General Fund	\$51,751,547	\$49,816,341	\$1,935,206	3.90%
Special Revenue Funds	10,935,733	9,425,278	1,510,455	16.00%
Capital Projects Funds	22,252,106	39,578,817	-17,326,711	-43.80%
Debt Service Funds	5,933,359	5,143,294	790,065	15.40%
Enterprise Funds	39,915,310	25,523,037	14,392,273	56.40%
Internal Service Funds	5,049,200	4,231,566	817,634	19.30%
Primary entity	135,837,255	133,718,333	2,118,922	1.60%
Component Units				
Special Districts	7,943,540	7,951,947	-8,407	-0.10%
Total	<u>\$143,780,795</u>	<u>\$141,670,280</u>	<u>\$2,110,515</u>	<u>1.50%</u>

FY2020 BUDGET SUMMARY

Where the Money Comes From
\$111.5 Million



Where the Money Goes
\$143.8 Million



FY2020 FINAL BUDGET CHANGES

- Redistribution of \$110,000 of unallocated grant expenditure authority to specific projects – funds moved from Special Revenue to Capital Projects funds
 - TABY grant for downtown – \$75,000
 - PAG fund for Bus Shelter project at Silverbell - \$35,000

- Established the overall expenditure limitation for FY2020 at \$143.8M
- Budgetary control at department level for General Fund and Fund level for all other Funds
- Budget reflects the careful allocation of available resources
- Continues investment in key areas of current employees, resources & tools, and strategic positions

QUESTIONS & DISCUSSION





Council-Regular Meeting

A3

Meeting Date: 06/18/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 18, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-062: Consideration and possible adoption of a resolution approving and authorizing the execution and delivery of a First Amendment to District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District) and declaring an emergency (Frank Cassidy)

Discussion:

The Gladden Farms (Phase II) Community Facilities District (GFCFD2) Board of Directors is scheduled to hold a meeting at 6:00 P.M. on June 18 to consider whether to approve various actions associated with the sale of CFD general obligation bonds. One of the actions the GFCFD2 Board will have under consideration is a First Amendment to District Development, Financing Participation and Intergovernmental Agreement by and among GFCFD2, the Town of Marana, and the developer. The original District Development, Financing Participation and Intergovernmental Agreement was entered into by and among GFCFD2, the Town, and the original developer in 2008.

The First Amendment to District Development, Financing Participation and Intergovernmental Agreement is primarily intended to address matters that have changed since the original agreement was approved in 2008, including:

- Petrus Partners (the new developer) takes the place of Forest City Enterprises (the original developer), who is released from all obligations under the 2008 agreement
- The developer's letter of credit and standby contribution obligations have been modified to conform to the requirements of the revised CFD Policy, which the Council adopted on June 4.
- References to "assessed valuation" have been replaced with "net assessed limited property valuation," to conform to intervening changes in Arizona tax law.

- The 30 cents per \$100 of net assessed limited property valuation operations and maintenance (O/M) tax will be used first to pay District expenses and second to pay O/M expenses, with the developer or an HOA being obligated to pay for any O/M expense shortfall until the O/M tax generates \$100,000 or more in a tax year. The emergency clause allows the resolution to be effective immediately, authorizes the 1st Amendment to be signed immediately, and facilitates the timely sale of the bonds.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2019-062, approving and authorizing the signing of the First Amendment to District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District) and declaring an emergency.

Suggested Motion:

I move to adopt Resolution No. 2019-062, approving and authorizing the signing of the First Amendment to District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District) and declaring an emergency.

Attachments

Resolution No. 2019-062
GFCFD2 IGA DA 1st Amendment

RESOLUTION NO. 2019-062

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF MARANA, ARIZONA APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTER-GOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) AND DECLARING AN EMERGENCY

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

1. Findings.

a. On December 11, 2007, there was presented to the governing body of the Town of Marana, Arizona, an incorporated municipality of the State of Arizona (hereinafter called the "Municipality"), a Petition for Adoption of a Resolution Declaring Formation of Gladden Farms (Phase II) Community Facilities District, dated December 10, 2007 (hereinafter referred to as the "Petition") signed by the entities which, on the date thereof, were the owners of all real property as shown on the assessment roll for State and county taxes for Pima County, Arizona (hereinafter referred to as, the "Petitioners"), in Gladden Farms (Phase II) Community Facilities District (herein after called the "District"), the formation of which, among other things, was prayed for by the Petitioners in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "Act").

b. Pursuant to the Act and Section 9-500.05, Arizona Revised Statutes, in connection with the formation of the District, the Municipality, the District, FC/M Gladden II, LLC (hereinafter called "FC/M Gladden"), Forest City Enterprises, Inc. (hereinafter called "Forest City") and Marana EP Investors, LLC (hereinafter called "Marana EP") entered into a District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District), dated as of January 1, 2008 (hereinafter referred to as the "Development Agreement"), by and among the Municipality, the District, FC/M Gladden, Forest City and Marana EP to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in the Act); the financing of public infrastructure and subsequent reimbursements or repayments over time and, with respect to the advance of moneys for public infrastructure and the repayment of such advances and to obtain credit enhancement for, and process disbursement and investment of proceeds of, general obligation bonds of the District to be thereafter issued.

c. Pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes, in connection with the formation of the District, the District and the Municipality entered into an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of public infrastructure.

d. The Petition was granted, and, by Resolution No. 2007-221, adopted on December 11, 2007 (hereinafter referred to as the “2007 Resolution”), by the Mayor and Common Council of the Municipality, the District was formed as a district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, subject to the restrictions and modifications set forth in the Petition, and as the Petition was signed by the owner of all the property in the District and there were not within fifty (50) days preceding the first anticipated election of the District, residents on such property, requirements of posting, publication, mailing, notices, hearing and election otherwise required by the Act with respect to formation of the District were found to be unnecessary.

e. The Development Agreement was approved by the 2007 Resolution.

f. Section 10.5 of the Development Agreement provides that the Development Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties thereto; provided, however, that such an amendment shall be effective against the Municipality only if such amendment only amends Section 7.1 or 9.3 of the Development Agreement as it relates to the Municipality.

g. The Mayor and Common Council of the Municipality have determined to enter into a First Amendment to the Development Agreement, to be dated as of the first day of the month of the dated date of the bonds issued to refund the Bonds described therein (hereinafter referred to as the “Development Agreement Amendment”), to provide for certain amendments to the Development Agreement with respect to Section 9.3 of the Development Agreement.

h. There have been placed on file with the Town Clerk of the Municipality and presented to the Mayor and Common Council of the Municipality, in connection with the amendment of the Development Agreement, the proposed form of the Development Agreement.

2. Authorization and Approval of Development Agreement Amendment. The Development Agreement Amendment is hereby approved in substantially the form submitted herewith, with such changes, additions, deletions, insertions and omissions, if any, as the Mayor of the Municipality, with the advice of the Chief Financial Officer of the Municipality and the Town Attorney of the Municipality, shall authorize, the execution and delivery of the Development Agreement Amendment to be conclusive evidence of the propriety of such document and the authority of the persons or persons executing the same. The Mayor of the Municipality, with the advice of the Chief Financial Officer of the Municipality and the Town Attorney of the Municipality, is hereby authorized and directed to execute, and the Town Clerk of the Municipality to attest and deliver, the Development Agreement Amendment on behalf of the Municipality.

3. No Liability of or for the Municipality. Neither the Municipality nor the State of Arizona or any political subdivision of either (other than the District) shall be directly, indirectly or morally liable or obligated for the costs of the public infrastructure contemplated by the Development Agreement nor for the payment or repayment of any indebtedness, liability,

cost, expense or obligation of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

4. Effect of Resolution.

a. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this Resolution.

b. All resolutions or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency.

c. The 2007 Resolution is hereby ratified and confirmed in all respects from its date to the date hereof.

5. Emergency Clause. The immediate operation of the provisions of this Resolution is necessary to the orderly development of property within the Municipality and the resulting preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist. This Resolution shall be in full force and effect from and after its passage, adoption and approval by us, as required by law, and is hereby exempted from the referendum provision of the constitution and laws of the State of Arizona pursuant to Section 19-142(B), Arizona Revised Statutes and the Code of the Municipality.

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PASSED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of June, 2019.

.....
Mayor, Town of Marana, Arizona

ATTEST:

.....
Town Clerk, Town of Marana, Arizona

APPROVED AS TO FORM:

.....
Town Attorney, Town of Marana, Arizona

REVIEWED BY:

.....
Town Manager, Town of Marana, Arizona

DRAFT
06/04/19
06/07/19
06/11/19
06/11/19 PM

When recorded, return to:

Michael Cafiso, Esq.
Greenberg Traurig, LLP
2375 East Camelback Road, Suite 700
Phoenix, Arizona 85016

**AMENDS DOCKET 13344,
PAGE 2972, RECORDED AT
18:00 ON JULY 9, 2008**

FIRST AMENDMENT
TO
DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND
INTERGOVERNMENTAL AGREEMENT
(GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT)

THIS FIRST AMENDMENT, dated as of July 1, 2019 (hereinafter referred to as this “*Amendment*”), TO THE DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT), dated as of January 1, 2008, by and among the Town of Marana, Arizona, a municipal corporation duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the “*Municipality*”), Gladden Farms (Phase II) Community Facilities District, a community facilities district formed by the Town of Marana, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the “*District*”), Petrus Land Investors II, L.P., a limited partnership duly organized and validly existing pursuant to the laws of the State of Delaware (hereinafter referred to as “*Petrus*”) and Gladden Phase II, LLC, a limited liability company duly organized and validly existing pursuant to the laws of the State of Delaware (hereinafter referred to as “*Gladden Phase II*”);

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the “Act”), and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District and certain entities which at various times have had an interest in real property within the boundaries of the District entered into a District Development, Financing Participation and Intergovernmental Agreement (Gladden Farms (Phase II) Community Facilities District, dated as of January 1, 2008 (hereinafter referred to as the “Agreement”), as a “development agreement” to specify, among other things, conditions, terms, restrictions and requirements for “public infrastructure” (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in the Exhibit hereto (hereinafter referred to as the “Property”) which makes up the real property included within the District, the Municipality, the District and certain of such entities specified some of such matters in the Agreement, particularly matters relating to the construction or acquisition of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of certain of such entities with respect thereto, all pursuant to the Act, such public infrastructure being necessary for the Property to be developed prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, the Agreement, including as amended by this Amendment, as a “development agreement” is consistent with the “general plan” of the Municipality, as defined in Section 9-461, Arizona Revised Statutes, applicable to the Property on the date the Agreement and on the date this Amendment was and is, respectively, executed;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

Section 1. Notwithstanding any other provision hereof and prospectively from January 30, 2013 (hereinafter referred to as the “Effective Date”), Forest City Enterprises and Marana EP (as those entities are identified in the Agreement) shall be released from and shall no longer be bound by the Agreement with respect to acts, omissions or events first arising after the Effective Date. Prospectively from the Effective Date, Petrus shall be bound by the terms of the Agreement whenever, pursuant to the Agreement, Forest City Enterprises or Marana EP would

have been so bound with respect to acts, omissions or events first arising after the Effective Date. All notices, certificates or other communications under the Agreement (including in the Exhibits thereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed to Petrus at 1350 Avenue of the Americas, Suite 1600, New York, New York, 10019-4801, Attention: Frank J. Walter III and Christopher F. Bennett, with a copy to Fennemore Craig, P.C., 2394 East Camelback Road, Suite 600, Phoenix, Arizona 85016-3429, Attention: Jay S. Kramer. Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 2. (a)(i) The text after the word “if” in the definition of “Depository Agreement” in Article I of the Agreement is deleted in its entirety.

(ii) For the period from and after January 30, 2013, the definitions of “FC/M Gladden” and “FC/M Gladden Engineer” in Article I of the Agreement are deleted in their entirety and replaced with the following and any reference in the Agreement to “FC/M Gladden” shall be deemed to be to “Gladden Phase II” instead and any reference in the Agreement to “FC/M Gladden Engineer” shall be deemed to be to “Gladden Phase II Engineer” instead except that for purposes of Section 5 of the Agreement, all references to Gladden Phase II shall also include its predecessors-in-ownership.

“*Gladden Phase II*” means Gladden Phase II, LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware.

“*Gladden Phase II Engineer*” means any firm of professional engineers hired by Gladden Phase II after approval thereof by the District Manager to perform the services required therefrom for the purposes hereof

(iii) For the period from and after January 30, 2013, the definition of “Forest City” in Article I of the Agreement is deleted in its entirety and replaced with the following, and, except as limited by Section 1 of this Amendment, any reference in the Agreement to “Forest City” shall be deemed to be to “Petrus” instead.

“Petrus” means Petrus Land Investors II, L.P., a limited partnership duly organized and validly existing pursuant to the laws of the State of Delaware.

(iv) The following definition is added after the definition of “Land Development Agreement” in Article I of the Agreement:

“*Letter of Credit*” shall mean a standby letter of credit or substitute therefor under the terms provided herein in the face amount of \$100,000 in favor of the District issued by an institution, the deposits of which are federally insured and the uninsured, unsecured and unguaranteed obligations of which are rated “AA” or better by S&P, presentable for payment in Tucson or Phoenix, Arizona and drawable as provided herein, which includes a provision requiring sixty (60) days’ notice to the District of any cancellation, terminations or non-renewal thereof and immediate notice to the District of a downgrading of the rating described hereinabove and, without limiting the foregoing, otherwise shall be acceptable to the District in the exercise of commercially reasonable standards.

(v) The following is added after the definition of “Letter of Credit” in Article I of the Agreement:

“*Letter[s] of Credit (Bonds)*” means a standby letter of credit or substitute therefor issued under the terms provided herein in favor of the District, which is presentable for payment in Tucson or Phoenix, Arizona, and drawable as provided herein, which include provisions requiring (i) immediate notice to the District if the uninsured, unsecured and unguaranteed obligations of the issuer thereof are reduced below “BBB-” by S&P and (ii) sixty (60) days’ notice to the District of any cancellation, termination or non-renewal thereof and which otherwise shall be acceptable to the District Treasurer in the exercise of commercially reasonable standards.

(vi) For the period from and after January 30, 2013, the definition of “Marana EP” in Article I of the Agreement is deleted in its entirety, and, except as limited by Section 1 of this Amendment, any reference in the Agreement to “Marana EP” shall be deemed to be to “Petrus” instead.

(vii) The following is added after the definition of “Letter of Credit (Bonds)”:

“*Maximum Annual Debt Service*” means, for any tax year, maximum annual debt service with respect to all series of the Developer Bonds

outstanding, including, on the date of issuance of a series of Developer Bonds, the series of the Developer Bonds then being issued.

(viii) The definition of “Payment Agreement” in Article I of the Agreement is deleted in its entirety.

(b) All references in the Agreement to “assessed valuation” are replaced with the words “net assessed limited property valuation,” and all references in the Agreement to “secondary assessed valuation” are replaced with the words “net assessed limited property valuation.”

(c) (i) Insert the words “with respect to any Construction Contracts wherein the District is the “owner” for purposes of such Construction Contract” after the close parenthesis in the third line of Section 5.1(a).

(ii) Insert the words “with respect to any Construction Contracts wherein the District is the “owner” for purposes of such Construction Contract” after the close parenthesis in second line of Section 5.1(b).

(d) (i) The second sentence of Section 6.2(a) of the Agreement is deleted in its entirety.

(ii) Sections 6.2(c) and (d) of the Agreement are deleted in their entirety and replaced with the following:

(c) Unless the provisions of subsection (d) of this section are satisfied, a series of the Developer Bonds shall only be issued if Total Debt Service can be amortized with substantially equal amounts of annual debt service from amounts generated by a tax rate of not to exceed \$2.50 per one hundred dollars of net limited assessed property valuation of property within the boundaries of the District as indicated on the tax roll for the current tax year. For purposes of the foregoing, a delinquency factor for tax collections equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such Fiscal Year shall be assumed; all property in the District owned by Petrus or Gladden Phase II or any entity owned or controlled (as such term is used in the Securities Act) by Petrus or Gladden Phase II or which owns or controls (as such terms is used in the Securities Act) Petrus or Gladden Phase II shall be assigned the last value such property had when categorized as “vacant” for purposes of net assessed limited property valuation and the debt

service for any outstanding series of the Developer Bonds theretofore issued shall be taken into account in determining whether such tax rate will produce adequate debt service tax collections.

(d) (1) If necessary in the sole discretion of the District Board to regulate the tax rate to be levied to pay debt service on each series of the Developer Bonds, in consideration of the obligations of the District as of the date of delivery of the Developer Bonds and as a condition to the issuance of the corresponding series of the Developer Bonds, a Standby Contribution Agreement shall be executed and delivered which provides, among the other matters provided for in this section, that on the date of initial issuance and delivery of the corresponding series of the Developer Bonds and in each year thereafter, Gladden Phase II shall be liable and obligated to pay to the District, or to provide adequate assurances in the sole and absolute discretion of the District Board which provide, an amount necessary to maintain the tax rate with respect to the Developer Bonds at no more than \$2.50 per \$100.00 of net assessed limited property valuation for Total Debt Service, based upon the application of such secondary tax rate in light of the actual net secondary assessed valuation of such property, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such tax year and after giving credit with respect to any such payment for any balance in any debt service fund for the Developer Bonds. To provide adequate assurances for payment of the amount due pursuant to each Standby Contribution Agreement, cash or a Letter of Credit (Bonds) or a combination thereof shall be deposited with a depository pursuant to a Depository Agreement such that the total amounts deposited from time to time with depositories pursuant to Depository Agreements plus the amount deposited at the time of issuance of the series of the Developer Bonds then being issued equals the greater of (i) three times the difference between Maximum Annual Debt Service and the estimated amount of property taxes to be collected on property in the District at a rate of \$2.50 in the tax year immediately following the year of issuance of a series of the Developer Bonds, based upon the application of such tax rate in light of the actual net assessed limited property valuation of such property, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual percentage delinquency factor for the District as of such tax

year, and (ii) one times Maximum Annual Debt Service. The Standby Contribution Agreement and the Depository Agreement shall have general terms acceptable to the District Board and shall be in a final form acceptable in the sole and absolute discretion of the District Manager. Such agreements shall specifically provide that amounts shall be payable pursuant to the Standby Contribution Agreement and the Letter of Credit (Bonds) only if the District has for that tax year adopted a resolution authorizing the levy of a tax rate for Total Debt Service of at least \$2.50 per \$100.00 of net assessed limited property valuation. Notwithstanding the foregoing sentence, a tax rate of less than \$2.50 may be levied for such purpose without affecting the obligation that such amounts be so payable if there are tax collections which must be applied by applicable law to reduce such rate that cannot otherwise be applied legally before such rate must be set (but Gladden Phase II shall have no liability for any shortfall if such lower rate would produce secondary ad valorem tax revenues sufficient to pay in full Total Debt Service and the applicable Depository Agreement has been, or is in the process of being, terminated pursuant to its terms.

(2) Each Standby Contribution Agreement shall have specific terms which provide that (A) if cash is deposited with a deposit pursuant to a depository pursuant to a Depository Agreement, amounts due pursuant to a Standby Contribution Agreement shall be reduced by any interest earnings on the amounts held pursuant to the Depository Agreement which shall be paid to the District to provide for such offset (if not needed for such purpose, such interest earning shall be deposited in the debt service fund for the Bonds) and (B) the obligation of Gladden Phase II shall terminate upon the earlier of (i) payment in full of all of the outstanding Developer Bonds of the corresponding series or provision for such payment and (ii) the first tax year after which principal of all of the Developer Bonds has started to be amortized and in which, for at least three (3) consecutive tax years, a tax rate with respect to the Developer Bonds of no more than \$2.50 per \$100 of net assessed limited property valuation of property within the boundaries of the District was sufficient to pay the Maximum Annual Debt Service, based upon the application of such tax rate in light of the actual net assessed limited property valuation of such property, not including property owned by Petrus or Gladden Phase II or any entity owned or controlled (as such term is used in the Securities Act) by, or which owns or controls (as such term is used in the Securities Act), Petrus or Gladden Phase II,

for such tax year, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such tax year. (After receipt of proof of satisfaction of the foregoing satisfactory to the District Manager, the District Board shall approve in writing by affirmative action such termination, such approval not to be withheld unreasonably).

(3) Each Depository Agreement shall have specific terms which provide that if a Letter of Credit (Bonds) is held pursuant thereto, it shall be drawn to its full amount, payable to the District, upon the written demand by the indenture trustee appointed with respect to the applicable series of the Developer Bonds, to the institution supplying the Letter of Credit (Bonds) if any of the following occurs: (i) the nonpayment by Gladden Phase II of any amount due pursuant to the Standby Contribution Agreement by Gladden Phase II (after expiration of any applicable notice and cure periods thereunder); (ii) the cancellation, termination or non-renewal of the Letter of Credit (Bonds) and a failure by Gladden Phase II to substitute cash or the Letter of Credit (Bonds) or a combination thereof, not less than thirty (30) days before its cancellation, termination or expiration date or (iii) a reduction below "BBB-" by S&P of the rating of the uninsured, unsecured and unguaranteed obligations of the issuer of the Letter of Credit (Bonds) without the District having received within sixty (60) days after the date of such reduction, cash or a substitute for the Letter of Credit (Bonds) or combination thereof (which Letter of Credit (Bonds) is in all respects the same as the prior Letter of Credit (Bonds) but from an issuer with a rating for its uninsured, unsecured and unguaranteed obligations of at least "BBB-" by S&P). (If cash is held, it shall be drawn upon the occurrence of (i) above.) The Depository Agreement shall also have specific terms which provide that cash and the Letter of Credit (Bonds) shall be released to Gladden Phase II upon the payment in full of all of the outstanding Developer Bonds or provision for such payment or the termination of the Standby Contribution Agreement.

(e) Section 6.3 of the Agreement is deleted in its entirety and replaced with the following:

Other than (1) this Agreement, (2) the Developer Bonds, (3) any refundings bonds issued pursuant to the Act so long as the related refunding results in a present value debt service savings, net of costs associated with such refunding

bonds, of at least three percent (3%) and (4) any obligations necessary in connection with any of foregoing, the District shall not incur, or otherwise become obligated with respect to, any other obligations.

(f) Sections 8.1(b)(2) of the Agreement is deleted in its entirety and subsections (3) and (4) are renumbered (2) and (3), respectively.

(g) Section 8.1(d) of the Agreement is deleted in its entirety.

(h) Section 9.2 of the Agreement is deleted in its entirety and replaced with the following:

Section 9.2. To provide for the payment of the District Expenses and the O/M Expenses, the District Board shall levy all or a portion of the O/M Tax and shall apply the collections of the O/M Tax *first* to pay the District Expenses and *second* to pay the O/M Expenses. To the extent the collections of the O/M Tax are not sufficient to pay the District Expenses and the O/M Expenses and if the District has for the applicable tax year levied an O/M Tax at \$0.30 per \$100.00 of net assessed limited property valuation on property with the boundaries of the District, Gladden Phase II shall, to the extent of reasonable amounts necessary therefor, be liable and obligated to pay or, on a reasonable basis acceptable to the District Manager in his sole discretion, obligate a homeowner's or similar association to pay, to the District on July 1 of each Fiscal Year of the District the amount of any shortfall indicated in the District Budget with respect to the District Expenses and the O/M Expenses, including any amount required because of any shortfall in the prior Fiscal Year as provided in such District Budget and no matter how such shortfall was otherwise funded. The District shall only levy the O/M Tax in an amount necessary for the District Expenses and the O/M Expenses reflected in the District Budget for the Fiscal Year of the District and only in reasonable amounts therefor. The obligations of Gladden Phase II pursuant to this Section shall not exceed \$100,000 per Fiscal Year and shall only be effective until the July 1 after the levy of the O/M Tax at \$0.30 per \$100.00 of net assessed limited property valuation of property within the boundaries of the District as indicated on the tax roll for the current tax year could first result in collections of \$100,000, given the tax base of the District for the applicable tax year. For purposes of the foregoing,

a delinquency factor for tax collections equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such Fiscal Year shall be assumed, and all property in the District owned by Petrus or Gladden Phase II or any entity owned or controlled (as such term is used in the Securities Act) by Petrus or Gladden Phase II or which owns or controls (as such terms is used in the Securities Act) Petrus or Gladden Phase II, for such Fiscal Year, shall be assigned the last value such property had when categorized as “vacant” for purposes of net assessed limited property valuation. The Letter of Credit shall be provided by Gladden Phase II by _____, 2019, and otherwise until the July 1 after the levy of the O/M Tax as described in the preceding sentence first results in collections of \$100,000 and shall be drawn to its full amount, payable to the District, upon the written demand of the District Manager or the District Treasurer to the institution supplying the Letter of Credit if any of the following occurs: (a) the nonpayment within thirty (30) days after written demand from the District Manager or the District Treasurer, but in no event earlier than by July 31 of any Fiscal Year of any amount due pursuant to this Section by Gladden Phase II; (b) the cancellation, termination or non-renewal of the Letter of Credit and a failure by Gladden Phase II to substitute cash or the Letter of Credit or a combination thereof not less than thirty (30) days before its cancellation, termination or expiration date or (c) a reduction of the rating for the uninsured, unsecured and unguaranteed obligations of the issuer of the Letter of Credit as promulgated by S&P below “BBB-” without the District having received within sixty (60) days after the date of such reduction cash or a substitute for the Letter of Credit or a combination thereof.

(i) Section 9.3 of the Agreement is deleted in its entirety.

(j) Section 10.10 of the Agreement is deleted in its entirety and replaced

with the following:

The term of the Agreement shall be as of the date of the execution and delivery of the Agreement by each of the parties thereto and shall expire upon the earlier of the agreement of the District, the Municipality, Gladden Phase II and Petrus to the termination of the Agreement, February 1, 2053, and the date on which

all of the Developer Bonds are paid in full or defeased to the fullest extent possible pursuant to the Act.

Section 3. The provisions of the Agreement are otherwise hereby ratified and confirmed in all respects, in particular the indemnification provided by Article VIII thereof being effective in all respects as it relates to this Amendment.

Section 4. This Amendment shall be binding upon and shall inure to the benefit of the parties to this Amendment and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Amendment, which consent shall not be unreasonably withheld.

Section 5. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Amendment.

Section 6. The Agreement, as amended by this Amendment, sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Amendment is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. The Agreement, as amended by this Amendment, is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 7. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Section 8. The waiver by any party hereto of any right granted to it under this Amendment shall not be deemed to be a waiver of any other right granted in this Amendment nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Amendment.

Section 9. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10. (a) Pursuant to Section 38-511, Arizona Revised Statutes, the Municipality or the District may, within three years after its execution, cancel this Amendment, without penalty or further obligation, if any person significantly involved in initiating, negotiating,

securing, drafting or creating this Amendment on behalf of the Municipality or the District is, at any time while this Amendment is in effect, an employee or agent of Petrus or Gladden Phase II in any capacity or a consultant to any other party of this Amendment with respect to the subject matter of this Amendment and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Amendment on behalf of the Municipality or the District from Petrus or Gladden Phase II arising as the result of this Amendment. Neither Petrus or Gladden Phase II has taken or shall take any action which would cause any person described in the preceding sentence to be or become an employee or agent of Petrus or Gladden Phase II in any capacity or a consultant to any party to this Amendment with respect to the subject matter of this Amendment.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Petrus and Gladden Phase II shall comply with all federal immigration laws and regulations that relate to their employees and their compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by either of them of the foregoing shall be deemed a material breach of this Amendment and may result in termination as this Amendment relates to the offender. To the extent, and subject to the limitations, of applicable law, the Municipality and the District retain the legal right to randomly inspect the papers and records of Petrus and Gladden Phase II to ensure that they are complying with the above-mentioned warranty. To the extent, and subject to the limitations, of applicable law, Petrus and Gladden Phase II shall keep such papers and records open for random inspection during normal business hours by the Municipality and the District. To the extent, and subject to the limitations, of applicable law, Petrus and Gladden Phase II shall cooperate with the random inspections by the Municipality and the District including granting the Municipality and the District entry rights onto their property to perform such random inspections and waiving their respective rights to keep such papers and records confidential. In connection with such inspections, the Municipality and the District shall keep such papers and records confidential, except to the extent that disclosure may be required pursuant to applicable law.

(c) Pursuant to Section 35-393 et seq., Arizona Revised Statutes, Petrus and Gladden Phase II hereby severally, and not jointly, certify that it is not currently engaged in, and for the duration of this Amendment shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If the Municipality or the

District determines that Petrus or Gladden Phase II's certification above is false or that either has breached such agreement, the Municipality or the District may impose remedies as provided by law, including, without limitation, terminating this Amendment. If a court of competent jurisdiction determines that Section 35-393 et seq., Arizona Revised Statutes, is unconstitutional or otherwise unenforceable, this Section will be null and void.

Section 11. (a) If any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

(b) No later than ten (10) days after this Amendment is executed and delivered by each of the parties hereto, Gladden Phase II shall on behalf of the District record a copy of this Amendment with the County Recorder of Pima County, Arizona.

(c) Unless otherwise expressly provided, the agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

* * *

IN WITNESS WHEREOF, the officers of the Municipality and the District have duly affixed their signatures and attestations, and the officers of Petrus and Gladden Phase II their signatures, all as of the day and year first written above.

TOWN OF MARANA, ARIZONA

By.....
Ed Honea, Mayor

ATTEST:

.....
Cherry L. Lawson, Town Clerk

GLADDEN FARMS (PHASE II) COMMUNITY
FACILITIES DISTRICT

By.....
Ed Honea, Chairman, District Board

ATTEST:

.....
Cherry L. Lawson, District Clerk

PETRUS LAND INVESTORS II, L.P., a Delaware
limited partnership

By.....

Printed Name:
Authorized Agent

GLADDEN PHASE II, LLC, a Delaware limited
liability company

By.....

Printed Name:
Authorized Representative

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this day of,
2019, by Ed Honea, as Mayor of the Town of Marana, Arizona, a municipal corporation.

.....
Notary Public

My commission expires:

.....

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this day of,
2019, by Ed Honea, as Chairman, District Board of Gladden Farms (Phase II) Community
Facilities District, an Arizona community facilities district.

.....
Notary Public

My commission expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s)
relate(s) to the First Amendment To District Development, Financing Participation and
Intergovernmental Agreement, dated July 1, 2019, executed by Gladden Farms (Phase II)
Community Facilities District, an Arizona community facilities district (the “Notarized
Document”). The Notarized Document contains a total of pages.

[illegible]

On this day, personally appeared before me, as, Authorized Agent of Petrus Land Investors II, L.P., who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on,
2019.

.....
Notary Public

My commission expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the First Amendment To District Development, Financing Participation and Intergovernmental Agreement, dated July 1, 2019, executed by Gladden Farms (Phase II) Community Facilities District, an Arizona community facilities district (the “Notarized Document”). The Notarized Document contains a total of pages.

[illegible]

On this day, personally appeared before me, as, Authorized Representative of Gladden Phase II, LLC, who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on,
2019.

Notary Public

My commission expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the First Amendment To District Development, Financing Participation and Intergovernmental Agreement, dated July 1, 2019, executed by Gladden Farms (Phase II) Community Facilities District, an Arizona community facilities district (the “Notarized Document”). The Notarized Document contains a total of pages.

ATTACHMENTS:

EXHIBIT -- Legal Description Of Property To Be Included In The District

EXHIBIT

**LEGAL DESCRIPTION OF PROPERTY
INCLUDED IN THE DISTRICT**

Blocks 26 thru 43 of Gladden Farms Blocks 26-43, as shown on the plat recorded in Book 62 of Maps and Plats, Page 64, records of Pima County, Arizona;

EXCEPT for the following described parcel:

COMMENCING at the most Northerly corner of Block 30 of said subdivision;

THENCE South 00°30'09" East 838.61 feet upon the West line of said Block 30 to the POINT OF BEGINNING;

THENCE North 89°29'51" East 100.00 feet;

THENCE South 00°30'09" East 35.00 feet;

THENCE South 89°29'51" West 100.00 feet;

THENCE North 00°30'09" West 35.00 feet to the POINT OF BEGINNING.



Council-Regular Meeting

D3

Meeting Date: 06/18/2019

To: Mayor and Council

From: Scott Schladweiler, Deputy Water Director

Date: June 18, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Secure water resources and promote water conservation.

Subject: Presentation: Relating to Utilities; update, discussion and possible direction regarding proposed changes to water and water reclamation rates and fees (Scott Schladweiler)

Discussion:

The last rate study was completed in 2013 and included four scheduled water rate adjustments through January 2017. The last water reclamation rate adjustment was in April 2014 and was only adjusted to match Pima County's then current rate. The last non-rate fee study was completed in 2009.

The goals of the proposed rate adjustments are as follows:

- Secure water resources for current and future customer base
- Fund system improvements necessary to replace aging infrastructure
- Preventative maintenance to extend the life of existing infrastructure
- Develop and fund a reserve policy
- Ensure debt service payments are made as scheduled
- Provide revenue stability and promote conservation

An example of some of the key presentation points will include a philosophy change to the existing rate model. Some examples of the proposed changes will include the following:

- Greater reliance on a volumetric-based rate model
- Proposed Fire Service Protection Fee
- Elimination of "winter averaging" for non-residential sewer customers
- Desired fund balance options

This presentation will be made by staff and the rate consultant, Raftelis.

Financial Impact:

N/A

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

Water and Water Reclamation Rates and Fees Presentation

Water and Water Reclamation Rate Study

Marana Water Department

June 18, 2019



Agenda

1. Rate-setting process
2. Water financial plan and rates
3. Water Reclamation financial plan and rates
4. Water and Water Reclamation Bill Comparisons
5. Next Steps

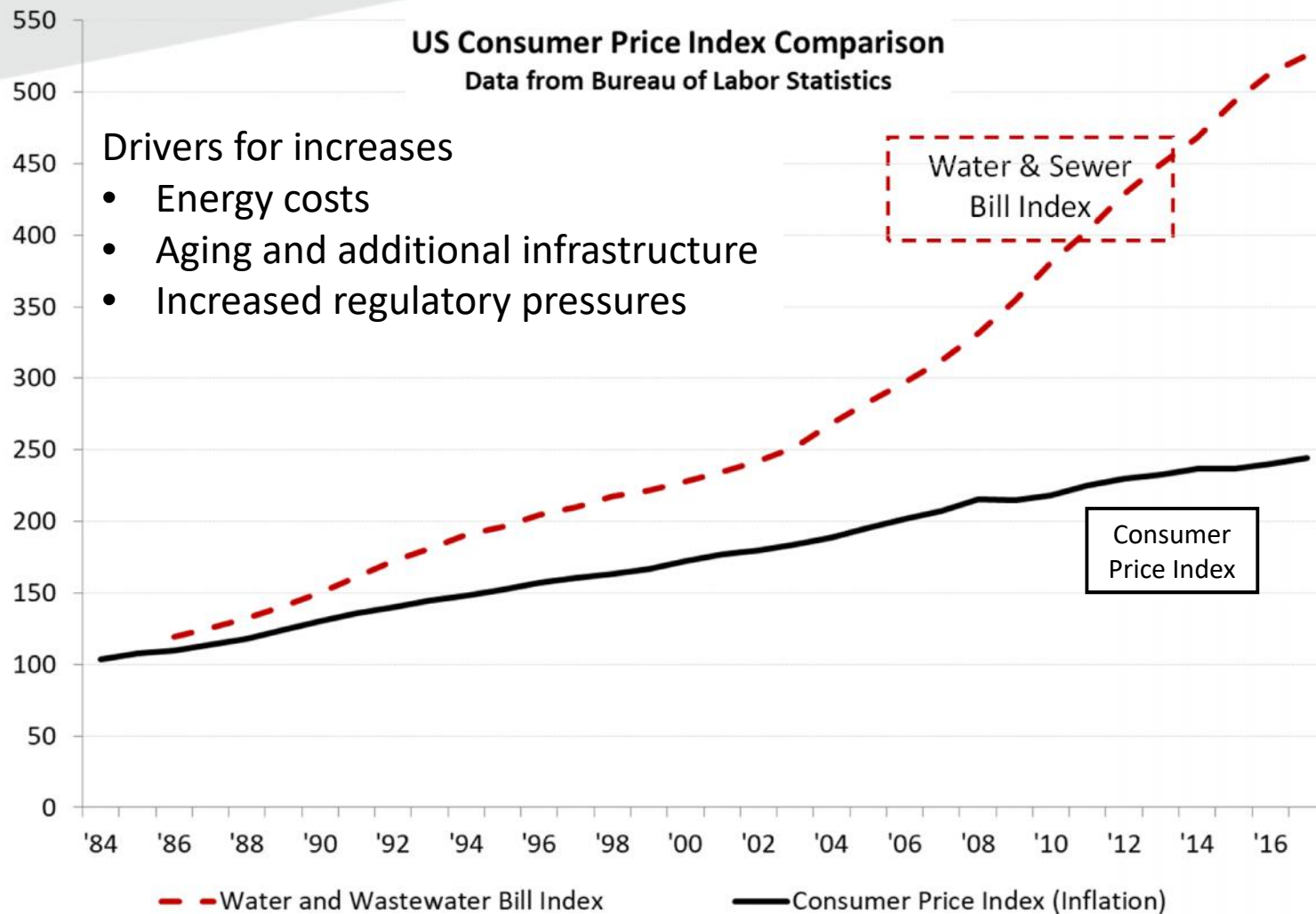


Study goals and objectives

- Multi-year financial plan, cost-of-service, and rates which sustain the long-term financial health of the water and water reclamation utilities
 - › Securing of current and future water resources
 - › Fund system improvements
 - › Fund preventative maintenance programs
 - › Develop and fund a reserve policy
 - › Ensure timely payment of annual debt obligations
 - › Development of rates that provide revenue stability and promote conservation



Water and wastewater bills are increasing nationwide



Previous rate increases

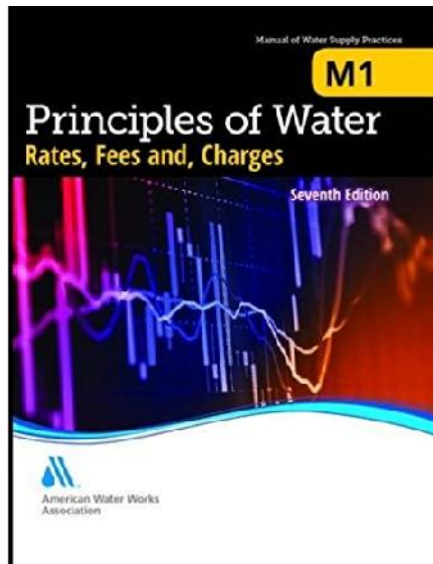
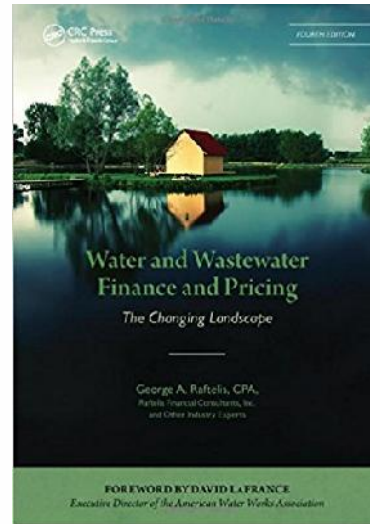
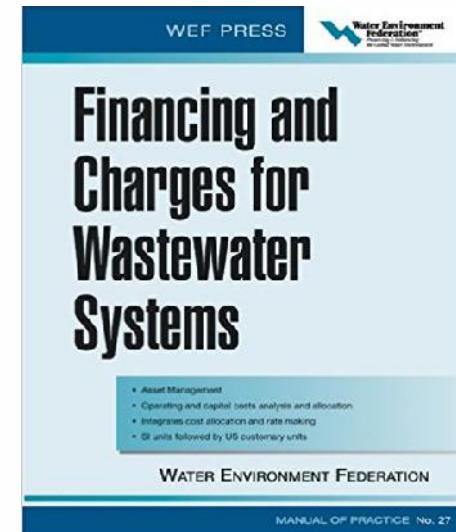
- Previous rate increase plan initiated in 2013
 - › Water
 - April 2014 (+6.5%) (cumulative 6.5%)
 - January 2015 (+6.5%) (cumulative 13.4%)
 - January 2016 (+4.7%) (cumulative 20.6%)
 - January 2017 (+4.7%) (cumulative 27.9%)
 - › Water Reclamation
 - April 2014 (increased to match Pima County)



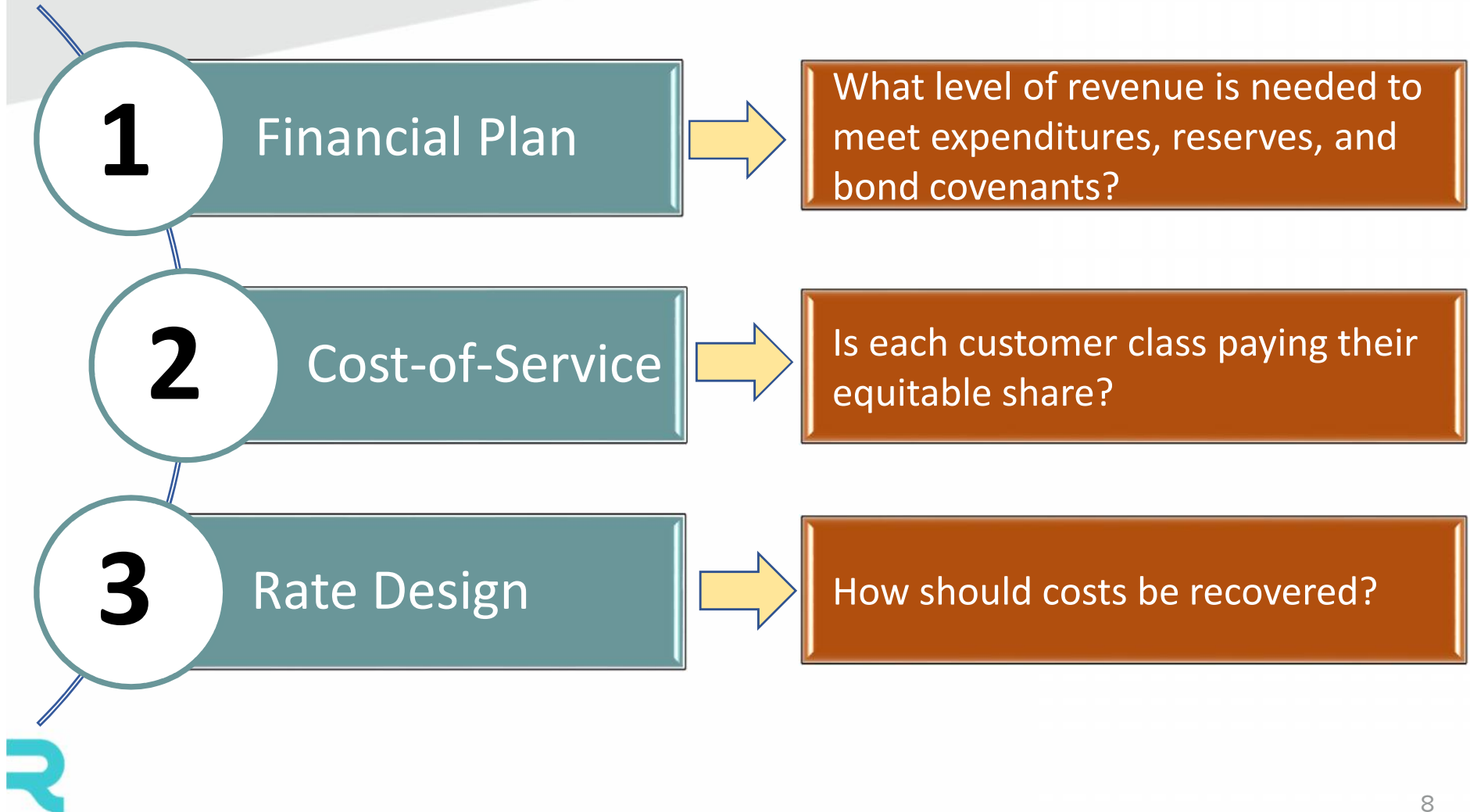
1. Rate-setting process

Industry publications provide the framework

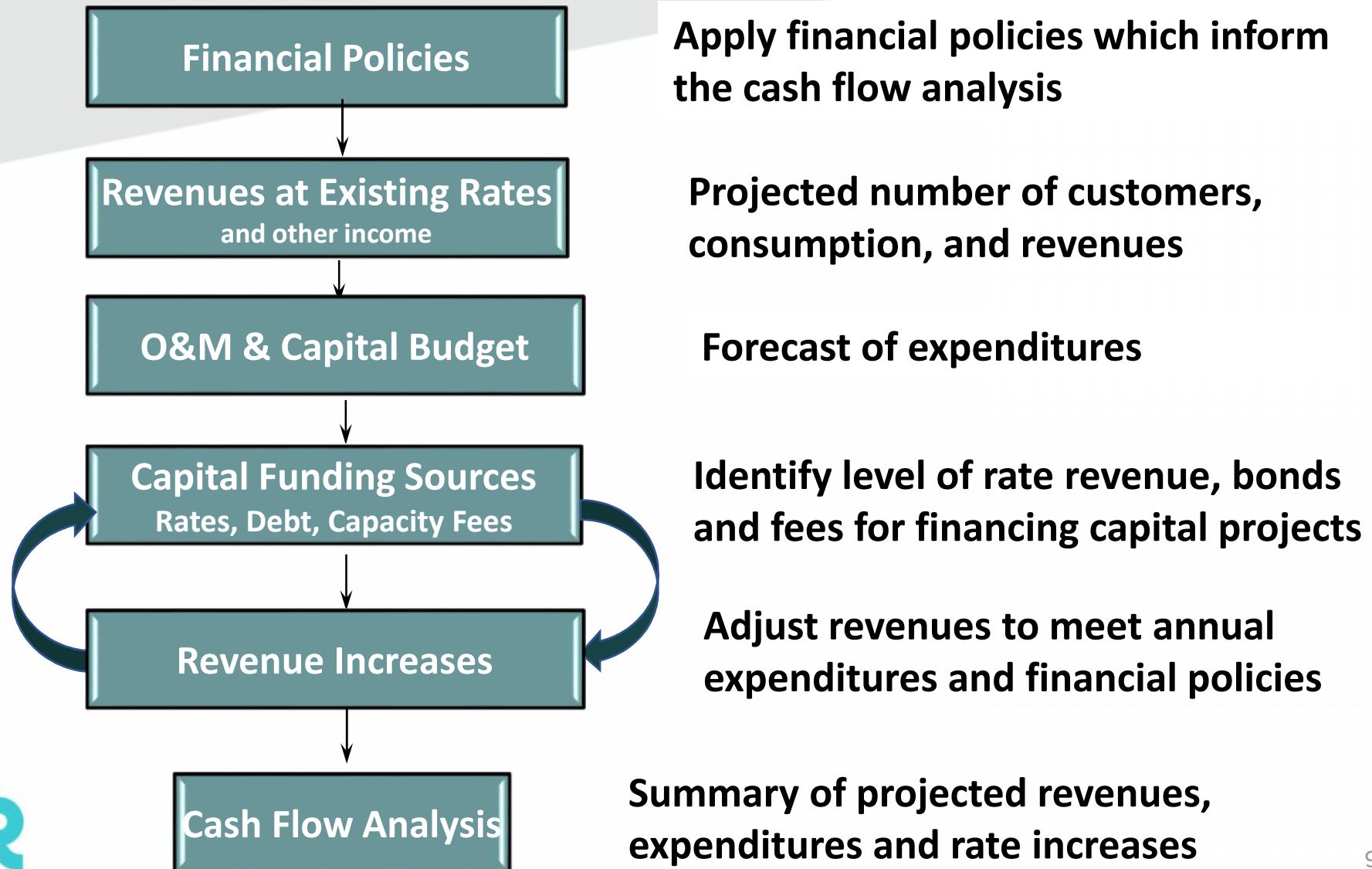
- American Water Works Association, Manual M-1, Principles of Rates, Fees, and Charges
- Raftelis Financial Consultants, Water and Wastewater Finance and Pricing
- Water Environment Federation, Financing and Charges for Wastewater Systems



The rate-setting process



Step 1: Financial plan



Step 2: Cost-of-service analysis

- Determines cost to provide service to each customer class based on the demands they impose on the utility
- Recognizes customer classes' differing service characteristics

Water

- Average demand
- Peak demands
- Number of customers by class
- Number of meters by size by class

Wastewater

- Billable contributed flow
- Number of customers by class

- Costs will vary by customer class



Step 2: Cost-of-service analysis

A multi-step process

1. Determine revenue required from rates
2. Assign operating and capital costs based on system facility or function in the system which incurs that expense
3. Allocate those costs based on how facilities are designed and operated within system
4. Distribute allocated costs to customer classes based on their demand characteristics



Step 3: Rate design

- Method of recovering the cost to provide service for each customer class
- Water and wastewater rate designs typically consist of a monthly fixed charge and a volumetric rate
- Fixed charge
 - › Meter maintenance and meter reading
 - › Customer service, billing, and collection, general admin
 - › Portions of salaries and benefits and other general fixed expenses (utilities, uniforms, office equip., maintenance, etc.
 - › A component of capital costs – readiness to serve



Step 3: Rate design

- Volume rate, \$ per 1,000 gallons
 - › Water volume rate generally recovers the cost to collect, treat, and distribute water to customers
 - › Wastewater volume rates generally recover cost to collect, treat, and recharge of treated effluent



Water and Water Reclamation utility general assumptions

- Each utilities' financials are separated into funding for operations and funding for capital projects
 - › Operating cash flow
 - Shows the ability of rates for each utility to meet annual O&M, debt, transfers to the capital fund, reserves and debt service coverage
 - › Capital cash flow
 - Shows the ability of bond proceeds and rate revenue required to meet annual capital costs
- Study period: FY20 – FY24
- Test year rates: FY20



2. Water

Water

Financial planning assumptions

- Forecast period: FY20 – FY24
- FY19 number of accounts: 8,094
 - Over 95% of accounts are residential
- Annual account growth: 5.5%; 470 accounts
- Projected consumption: Based on historical customer billing data from FY17 and FY18
- Target operating reserves: 90 days O&M

Class	Accounts
Single family	7,677
Multi-family	16
Commercial	147
Government	21
Irrigation	117
Standpipe	56
Hydrant	60
Total	8,094



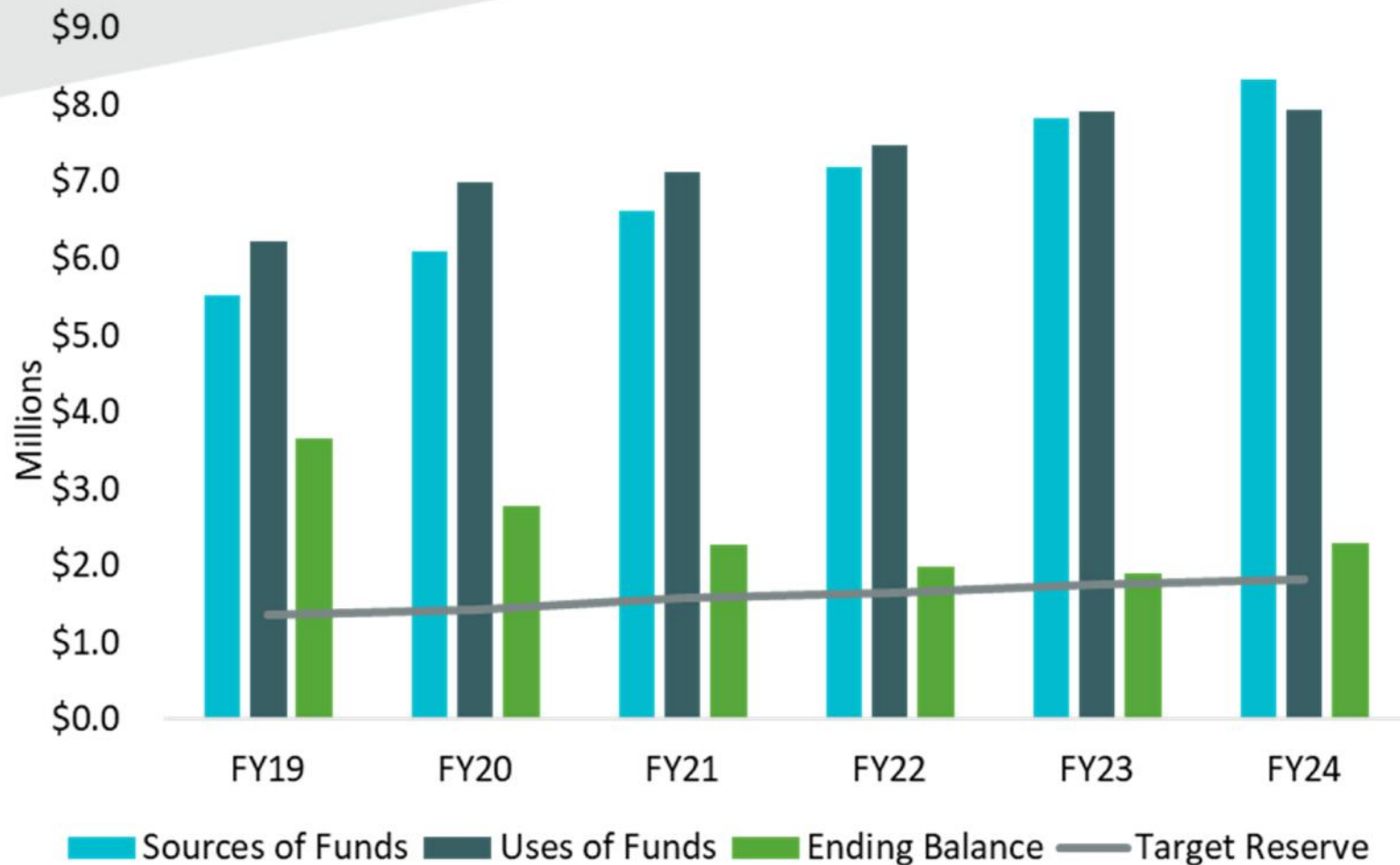
Water

Operating fund cash flow summary

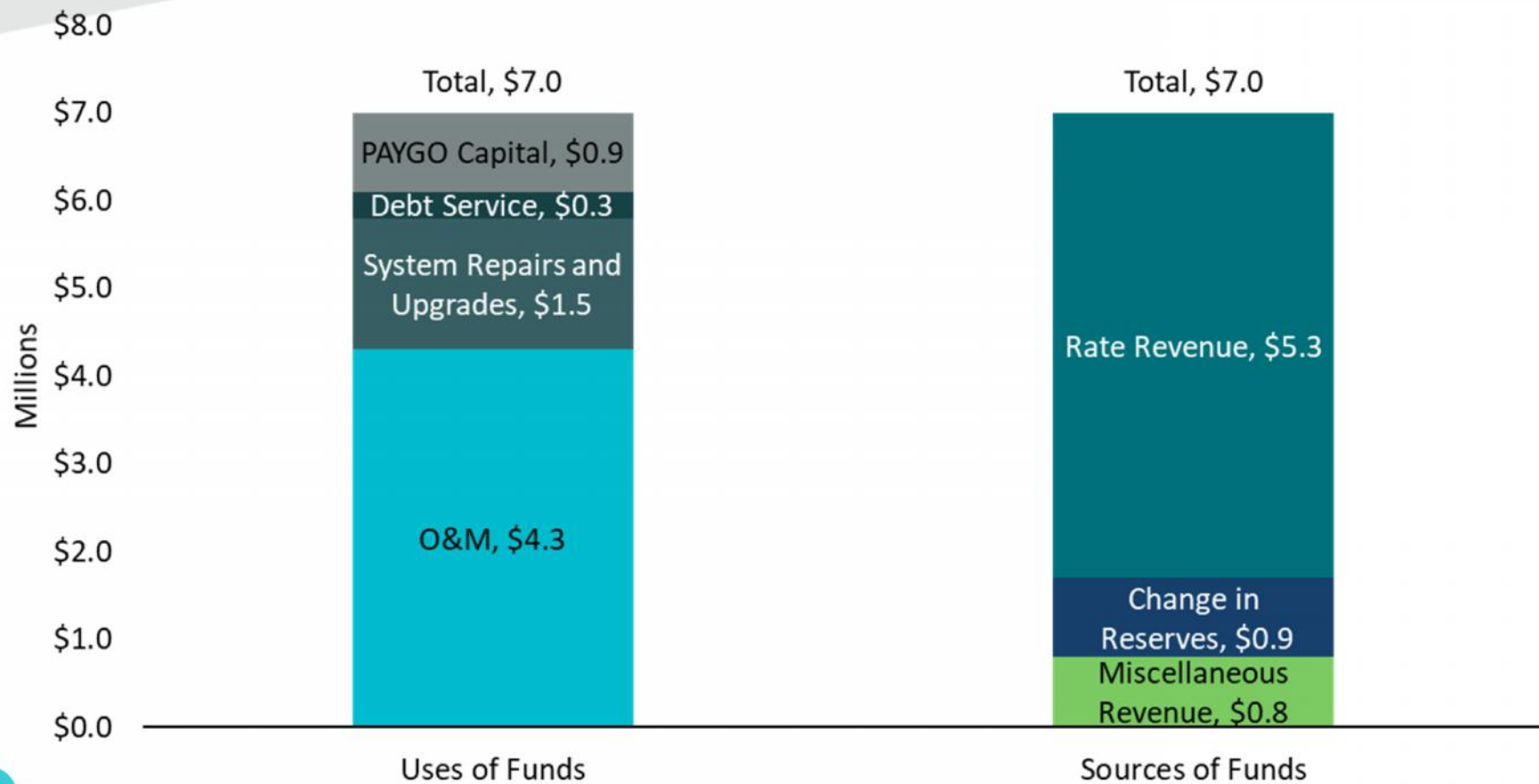
Item	FY20	FY21	FY22	FY23	FY24
Rate Revenue Increase	5.5%	5.5%	5.5%	5.5%	3.0%
Cumulative Rate Increase	5.5%	11.3%	17.4%	23.9%	27.6%
Ending Balance, \$ millions	\$2.78	\$2.28	\$1.98	\$1.89	\$2.29
Target Reserves, \$ millions	\$1.43	\$1.57	\$1.66	\$1.76	\$1.81
Unrestricted, \$ millions	\$1.34	\$0.71	\$0.32	\$0.13	\$0.47
Debt Service Coverage	1.99x	2.12x	2.38x	2.64x	3.32x



Water operating fund cash flow summary *\$ millions*



Water FY20 revenue requirement *\$ millions*



Water

Comparison FY20 cost of service to FY20 revenue under existing rates

Customer Class	FY20 Cost of Service	FY20 Revenue Under Existing Rates	Change - \$
Residential - Single Family	\$3,383,620	\$3,603,181	(\$219,561)
Residential - Multi Family	\$89,292	\$92,465	(\$3,174)
Commercial	\$226,465	\$244,594	(\$18,129)
Government	\$55,085	\$46,367	\$8,718
Irrigation	\$376,129	\$421,831	(\$45,702)
Hydrant	\$239,920	\$213,381	\$26,539
Fire Service	\$24,054	N/A	\$24,054
Standpipe	\$36,617	\$7,571	\$29,046
Groundwater Res.	\$850,674	\$377,109	\$473,566
Total Utility	\$5,281,856	\$5,006,498	\$275,357



Fire Service – new fee

- Standby service
- Provided to customers with private hydrants, standpipes, or sprinkler systems
- Fire service fee improves equity between customer classes
- Fee is based on cost of service analysis



Groundwater resource fee

- Current fee
 - › \$0.50 per 1,000 gallons applied to all water usage
- Proposed charge based on cost of service analysis and recovers
 - › CAP expenses
 - › Withdrawal fees
 - › Long term storage credits
- Proposed fee
 - › \$1.13 per 1,000 gallons applied to usage and water customers



Water

Existing and proposed service charges

\$ per bill

	Existing	Proposed				
Meter Size	FY19	FY20	FY21	FY22	FY23	FY24
Monthly Service Charge						
5/8"	\$19.09	\$15.96	\$16.84	\$17.77	\$18.75	\$19.31
3/4"	\$19.09	\$16.69	\$17.61	\$18.58	\$19.60	\$20.19
1"	\$46.35	\$17.79	\$18.77	\$19.80	\$20.89	\$21.52
1.5"	\$50.44	\$26.17	\$27.61	\$29.13	\$30.73	\$31.65
2"	\$58.62	\$42.95	\$45.31	\$47.80	\$50.43	\$51.94
3"	\$79.07	\$65.56	\$69.17	\$72.97	\$76.98	\$79.29
4"	\$139.05	\$96.93	\$102.26	\$107.88	\$113.81	\$117.22
Fire Service						
4"	\$0.00	\$13.70	\$14.45	\$15.24	\$16.08	\$16.56
6"	\$0.00	\$39.80	\$41.99	\$44.30	\$46.74	\$48.14
8"	\$0.00	\$84.82	\$89.49	\$94.41	\$99.60	\$102.59

Water

Existing and proposed volume rates

\$ per 1,000 gallons

	Existing	Proposed				
Customer Class	FY19	FY20	FY21	FY22	FY23	FY24
Residential – Single Family						
0 – 10,000 gallons	\$3.11	\$3.15	\$3.32	\$3.50	\$3.69	\$3.80
10,001 – 20,000 gallons	\$4.33	\$4.41	\$4.65	\$4.91	\$5.18	\$5.34
20,001 – 30,000 gallons	\$5.63	\$5.67	\$5.98	\$6.31	\$6.66	\$6.86
30,001 – 40,000 gallons	\$6.94	\$7.09	\$7.48	\$7.89	\$8.32	\$8.57
Over 40,000 gallons	\$9.97	\$10.23	\$10.79	\$11.38	\$12.01	\$12.37
Multi, Comm, Ind, Gov	\$3.82	\$3.96	\$4.18	\$4.41	\$4.65	\$4.79
Irrigation, Hydrant Water	\$4.33	\$4.31	\$4.55	\$4.80	\$5.06	\$5.21
Standpipe	\$4.33	\$20.94	\$22.09	\$23.30	\$24.58	\$25.32
Groundwater resources charge	\$0.50	\$1.13	\$1.19	\$1.26	\$1.33	\$1.37



Water

Typical residential water bills

- 5/8" meter
- 7,000 gallons usage

	Existing	Proposed				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Cost of Service Rates						
Monthly Bill	\$44.36	\$45.92	\$48.41	\$51.09	\$53.89	\$55.50
Change - \$		\$1.56	\$2.49	\$2.68	\$2.80	\$1.61



Water

Typical commercial water bill (Small)

- 5/8" meter
- 8,500 gallons usage

	Existing	Proposed				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Cost of Service Rates						
Monthly Bill	\$55.81	\$59.23	\$62.49	\$65.97	\$69.58	\$71.67
Change - \$		\$3.42	\$3.26	\$3.48	\$3.61	\$2.09



Water

Typical commercial water bill (Large)

- 2" meter
- 63,000 gallons usage

	Existing	Proposed				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Cost of Service Rates						
Monthly Bill	\$330.78	\$363.62	\$383.62	\$405.01	\$427.17	\$440.02
Change - \$		\$32.84	\$20.00	\$21.39	\$22.16	\$12.85



3. Water Reclamation

Water Reclamation

Financial planning assumptions

- Forecast period: FY20 – FY24
- FY19 number of accounts: 4,278
 - › Over 90% of accounts are residential
- Account growth: 7.5% per year; 300 accounts
- Billable volume: Based on historical customer billing data from FY17 and FY18
- Target operating reserves: 60 days O&M

Class	Accounts
Single family	4,228
All other	50
Total	4,278



Water Reclamation

Operating fund cash flow summary

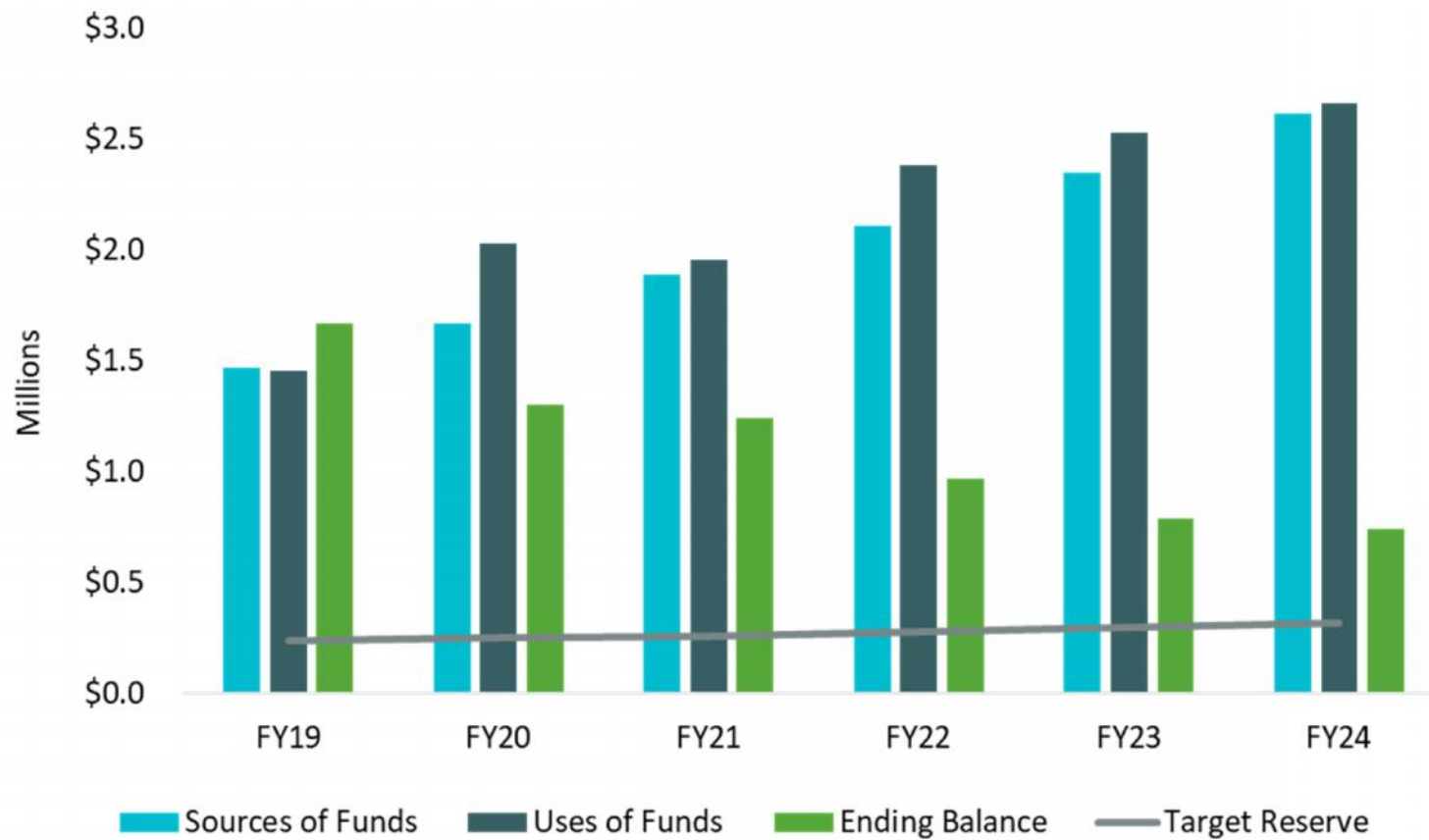
Item	FY20	FY21	FY22	FY23	FY24
Rate Revenue Increase	7.0%	7.0%	5.0%	5.0%	5.0%
Cumulative Rate Increase	7.0%	14.5%	20.2%	26.2%	32.5%
Ending Balance, \$ millions	\$1.30	\$1.24	\$0.97	\$0.79	\$0.74
Target Reserves, \$ millions	\$0.25	\$0.26	\$0.28	\$0.30	\$0.32
Unrestricted, \$ millions	\$1.05	\$0.98	\$0.69	\$0.49	\$0.43
Debt Service Coverage	117%	140%	156%	173%	193%



Water Reclamation

Operating fund cash flow summary

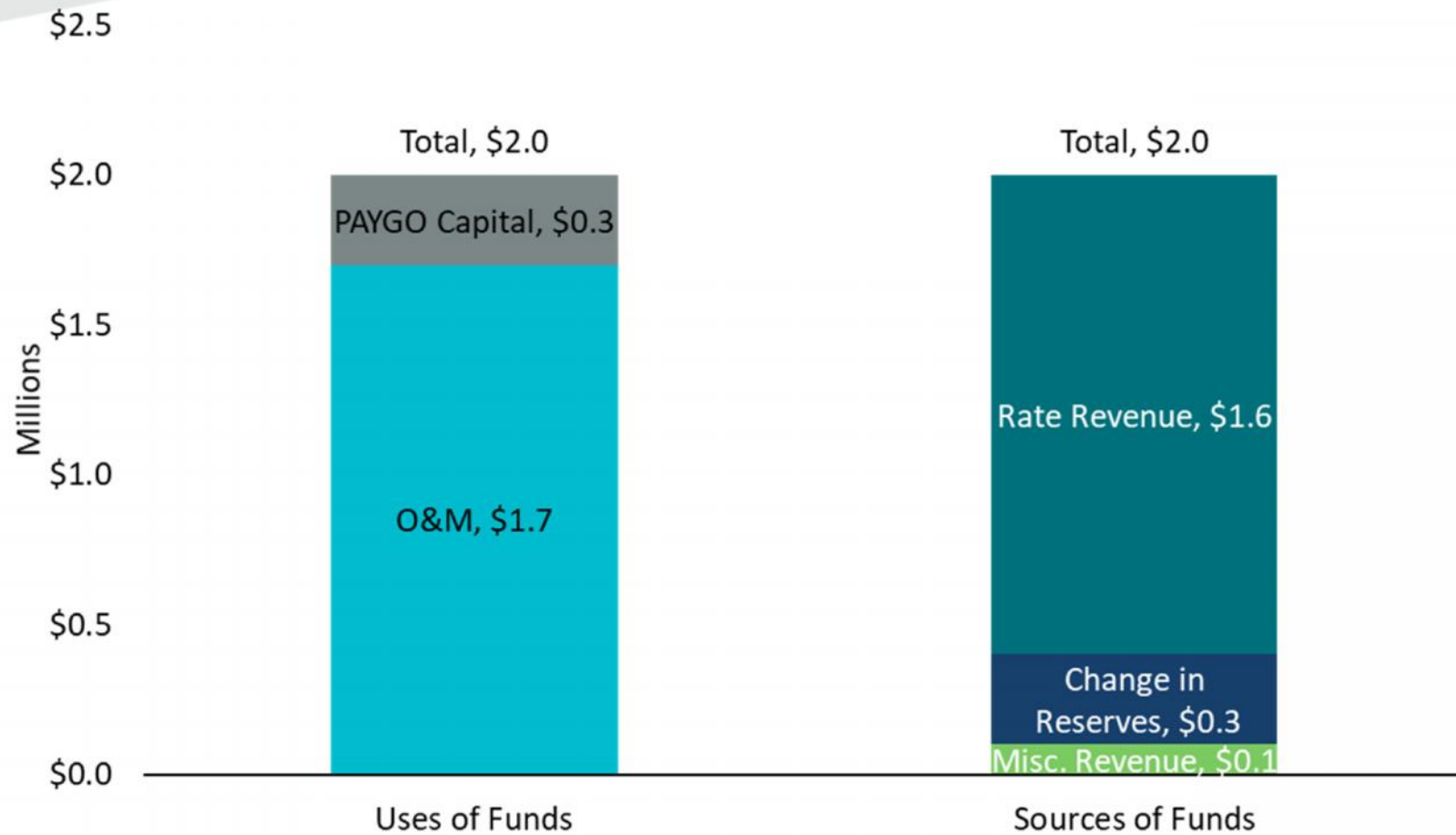
\$ millions



Water Reclamation

FY20 Revenue requirement

\$ millions



Water Reclamation

Comparison FY20 cost of service to revenue under FY20 existing rates

Customer Class	FY20 Cost of Service	FY20 Revenue Under Existing Rates	Change - \$
Residential	\$1,470,486	\$1,415,503	\$54,984
Multifamily	\$43,813	\$33,125	\$10,688
Commercial	\$60,342	\$31,741	\$28,601
Government	\$33,969	\$23,005	\$10,964
Total	\$1,608,611	\$1,503,374	\$105,236

- Multifamily, commercial and governmental cost of service based on actual water use.



Water Reclamation

Existing and proposed rates

	Existing [1]	Proposed [2]				
Customer Class	FY19	FY20	FY21	FY22	FY23	FY24
All Customer Classes						
Monthly Fixed Charge, \$/bill	\$12.63	\$14.26	\$15.26	\$16.02	\$16.82	\$17.66
Volume Rate, \$/Kgal	\$4.71	\$4.59	\$4.91	\$5.16	\$5.42	\$5.69

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.



Water Reclamation

Typical monthly residential bills 5,236 gallons (7 ccf)

	Existing ⁽¹⁾	Proposed ⁽²⁾				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Bill	\$37.29	\$38.29	\$40.97	\$43.04	\$45.20	\$47.45
<i>Change - \$</i>		\$1.00	\$2.68	\$2.07	\$2.16	\$2.25

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.



Water Reclamation

Typical monthly commercial bills (Small)
5/8" Meter 8,500 gal (11.4 ccf)

	Existing ⁽¹⁾	Proposed ⁽²⁾				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Bill	\$34.77	\$53.28	\$57.00	\$59.88	\$62.89	\$66.03
Change - \$		\$18.51	\$3.72	\$2.89	\$3.01	\$3.14

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.



Water Reclamation

Typical monthly commercial bills (Large) 2" Meter, 63,000 gal (84 ccf)

	Existing ⁽¹⁾	Proposed ⁽²⁾				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Bill	\$257.55	\$303.43	\$324.59	\$341.10	\$358.28	\$376.13
Change - \$		\$45.88	\$21.16	\$16.51	\$17.18	\$17.85

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.



4. Water and Water Reclamation Bill Comparisons

Bill Comparison

Typical residential water and wastewater bills

- 5/8" meter
- 7,000 gallons water use
- 5,236 gallons (7 ccf) billable wastewater volume

	Existing ⁽¹⁾	Proposed ⁽²⁾				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Water Bill	\$44.36	\$45.92	\$48.41	\$51.09	\$53.89	\$55.50
Wastewater Bill	\$37.29	\$38.29	\$40.97	\$43.04	\$45.20	\$47.45
Total	\$81.65	\$84.21	\$89.38	\$94.13	\$99.09	\$102.95
<i>Change - \$</i>		\$2.56	\$5.17	\$4.75	\$4.96	\$3.86

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.



Bill Comparison

Typical commercial water and wastewater bills (Small)

- 5/8" meter
- 8,500 gal (11.4 ccf) Water Use

	Existing ⁽¹⁾	Proposed ⁽²⁾				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Water Bill	\$55.81	\$59.23	\$62.49	\$65.97	\$69.58	\$71.67
Wastewater Bill	\$34.77	\$53.28	\$57.00	\$59.88	\$62.89	\$66.03
Total	\$90.58	\$112.50	\$119.48	\$125.85	\$132.47	\$137.70
Change - \$		\$21.92	\$6.98	\$6.36	\$6.63	\$5.22

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.



Water

Typical commercial water and wastewater bills (Large)

- 2" meter
- 63,000 gal (84 ccf) Water Use

	Existing ⁽¹⁾	Proposed ⁽²⁾				
Period	FY19	FY20	FY21	FY22	FY23	FY24
Water Bill	\$330.78	\$363.62	\$383.62	\$405.01	\$427.17	\$440.02
Wastewater Bill	\$257.55	\$303.43	\$324.59	\$341.10	\$358.28	\$376.13
Total	\$588.33	\$667.05	\$708.21	\$746.11	\$785.45	\$816.15
<i>Change - \$</i>		\$78.72	\$41.16	\$37.90	\$39.34	\$30.70

[1] Existing volume rate based on winter quarter average billable water volume for residential and commercial classes.

[2] Proposed residential volume rate is based WQA and
Proposed commercial volumetric rate is based on actual billable water use.

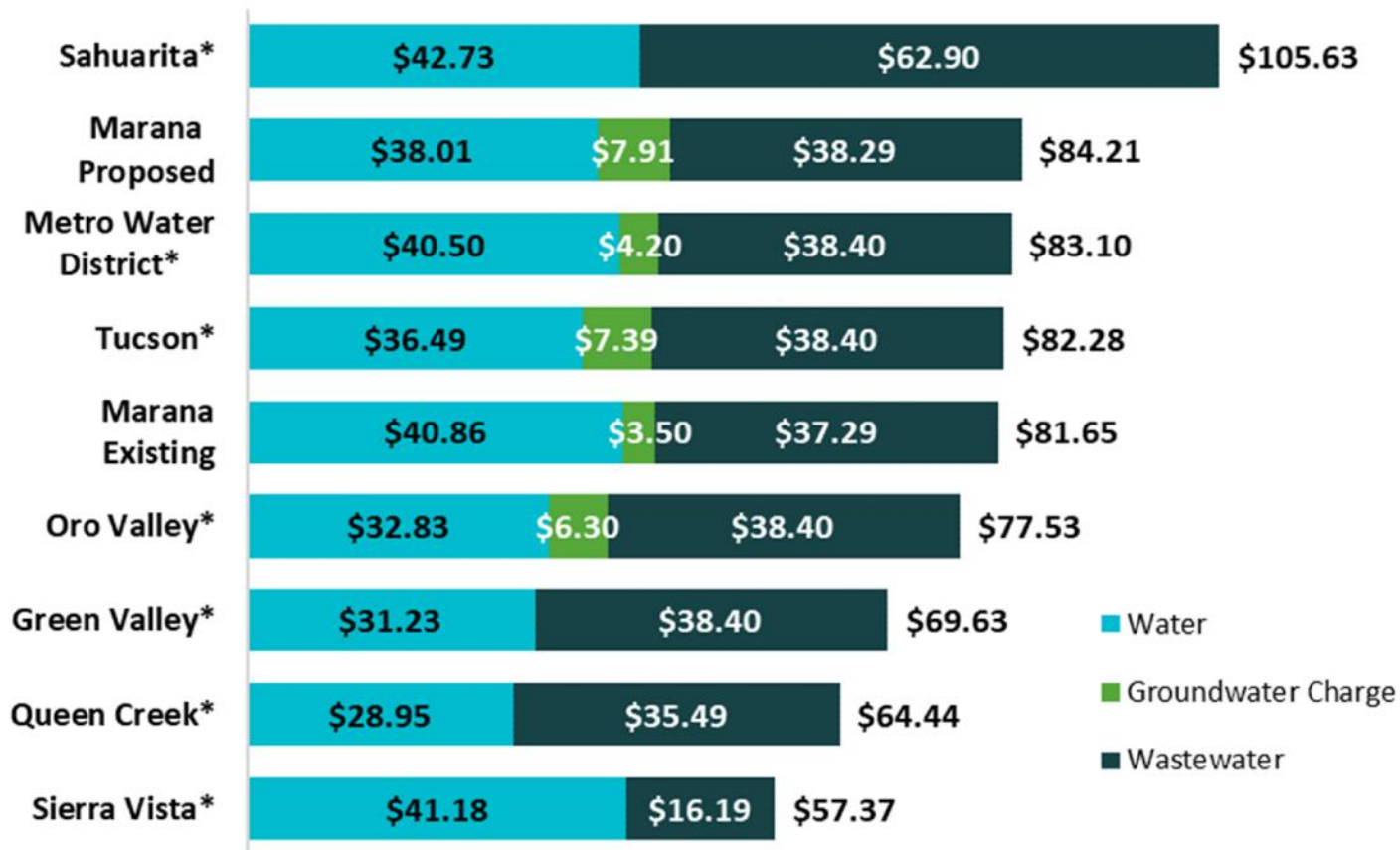


Community monthly bill comparison

Single family residential

5/8" meter

7,000 gallons water; 5,326 gallons (7 ccf) wastewater



*Based on rates currently in effect for each community.



Study goals and objectives

- Multi-year financial plan, cost-of-service, and rates which sustain the long-term financial health of the water and water reclamation utilities
 - › Securing of current and future water resources
 - › Fund system improvements
 - › Fund preventative maintenance programs
 - › Develop and fund a reserve policy
 - › Ensure timely payment of annual debt obligations
 - › Development of rates that provide revenue stability and promote conservation



Next Steps

- August 13 – Regular Council meeting – post the notice of intent for the public hearing
- October 15 – Public Hearing and potential adoption
- January 1, 2020 – rates go into effect
- Public outreach will take place between August 13 and October 15
 - Open houses, stakeholder meetings, website updates, social media plan, direct mailings



Thank you

