



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 6, 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 August 6, 2019, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all electronic devices.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

- P1 Proclamation declaring August 2019 as "Drowning Impact Awareness Month" (Cherry L. Lawson)

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. 2019-063: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2019 El Tour de Tucson 25-Mile Start Line event (Jim Conroy)
- C2 Resolution No. 2019-064: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-19-2915 (Kristin Taft)
- C3 Resolution No. 2019-065: Relating to the Police Department; approving and authorizing the Mayor to execute the First Amendment to an intergovernmental agreement with Pima County for funding of the Pima County Mapping Administrator Position (Jane Fairall)
- C4 Resolution No. 2019-066: Relating to Development; approving a final plat for Del Webb at Dove Mountain IX, Lots 596-625 and Common Area "A" (Drainage/Open Space) located south of Dove Mountain Boulevard and west of Del Webb Trail (Brian D. Varney)
- C5 Resolution No. 2019-067: Relating to Boards, Commissions and Committees; revising the procedures for the Marana Citizens' Forum relating to establishing a quorum and the removal of delegates (Jane Fairall)

- C6 Resolution No. 2019-068: Relating to Personnel; establishing the Marana Health Care Benefits Trust for the Town's self-insurance program for health and dental insurance benefits as required by A.R.S. §11-981, and approving and authorizing the Mayor to execute the Trust Document (Jane Fairall)
- C7 Resolution No. 2019-069: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC) (Libby Shelton)
- C8 Resolution No. 2019-070: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS contract number 2019-405c-005 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for the AzTraCS Implementation Program; and authorizing the transfer of necessary budget authority to cover grant related expenditures (Kristin Taft)
- C9 Resolution No. 2019-071: Relating to Police Department; approving and authorizing the Chief of Police to execute a Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2020 (Kristin Taft)
- C10 Resolution No. 2019-072: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement to contribute funds between the Town of Marana and the Central Arizona Water Conservation District (CAWCD) for improvements to the Central Arizona Project (CAP) Access Road to serve the CAP Trailhead and Trail within the Town of Marana (Jane Fairall)
- C11 Resolution No. 2019-073: Relating to Development; approving a release of assurances for the Camino De Oeste subdivision and accepting public improvements for maintenance (Keith Brann)
- C12 Resolution No. 2019-074: Relating to Development; amending the definition of Cumulative Maximum Annual Debt Service in the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Yiannis Kalaitzidis)
- C13 Ordinance No. 2019.016: Relating to Business Regulations; adopting revisions to Marana Town Code Title 9 (Business Regulations); revising section 9-1-2 (Definitions) to amend the definition of "residential real property rental" and to add a definition of "vacation rental" or "short-term rental"; adding new section 9-2-4 (Vacation rental or short-term rental contact information) and renumbering the sections that follow to conform; revising section 9-3-3 (Exemptions) to clarify an exemption related to peddlers; revising section 9-13-5 (Additional application requirements) to clarify application

requirements for mobile food vendors; and declaring an emergency (Jane Fairall)

- C14 Ordinance No. 2019.017: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)
- C15 Relating to Procurement; ratifying the Town Manager's approval of two change orders to the Pavex Corp. construction contract for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter pad, and Terminal Apron (AP025) project in the amounts of \$71,926.91 and \$188,418.76; 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 (Steve Miller)
- C16 Approval of the Regular Council Meeting Summary Minutes of June 18, 2019 (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 7 Beer and Wine bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2019-075: Relating to Boards, Commissions and Committees; approving the appointment of John Beale to the Marana Public Safety Personnel Retirement System (PSPRS) Local Board (Cherry L. Lawson)

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2019.018: Relating to Development; amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-9 (Parking); repealing existing Title 22 (Off-Street Parking and Loading) of the Marana Land Development Code; and designating an effective date (Steven Cheslak)
- Resolution No. 2019-076: Relating to Development; declaring as a public record filed with the Town Clerk new Chapter 17-9 (Parking) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.018 (Steven Cheslak)

- A2 Resolution No. 2019-077: Relating to Utilities; adopting a notice of intention to increase water and wastewater rates, rate components, fees, and service charges over a multi-year (2020-2024) period; and setting an October 15, 2019 public hearing on the proposed increases (Scott Schladweiler)
- A3 Resolution No. 2019-078: Relating to Real Estate; vacating a portion of the public right-of-way of Tangerine Road east of "Breakers Road" fronting the property owned by Premier RV Storage, LLC (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)

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 Town of Marana Public Safety Personnel Retirement System (PSPRS) Board.
- E3 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



Council-Regular Meeting

P1

Meeting Date: 08/06/2019

From: Cherry L. Lawson, Town Clerk

Date: August 6, 2019

Subject: Proclamation declaring August 2019 as "Drowning Impact Awareness Month"
(Cherry L. Lawson)

Attachments

Drowning Impact Awareness Month Proclamation



**PROCLAMATION
DROWNING IMPACT AWARENESS MONTH**

WHEREAS, Arizona's future prosperity depends upon the long-term health, safety, and well-being of the nearly two million children and teens in our state; and

WHEREAS, drowning is a top cause of injury and death for children and teens in Arizona, affecting victims and their families, emergency personnel and our community as a whole and are nearly 100% preventable, including those classified as maltreatment; and

WHEREAS, research-proven strategies to save lives include constant and capable supervision, restricting access to water, the use of life jackets, swimming lessons for adults and children at the appropriate age, and rapid emergency response, including CPR. These strategies are the foundation for safe, stable and nurturing relationships within communities to break the cycle of maltreatment; and

WHEREAS, awareness of the problem is just the first step; educating families by promoting evidence-based programs is the best way to save lives; and

WHEREAS, during the month of August, Drowning Prevention Coalition of Arizona, in collaboration with state and local governments, community organizations, and private citizens, will be engaging communities throughout Arizona in a coordinated and comprehensive awareness and response effort.

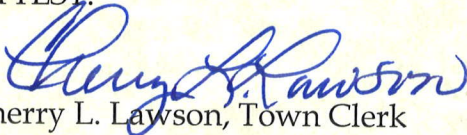
NOW, THEREFORE, the Mayor and Council of the Town of Marana proclaim

**AUGUST, 2019
DROWNING IMPACT AWARENESS MONTH**

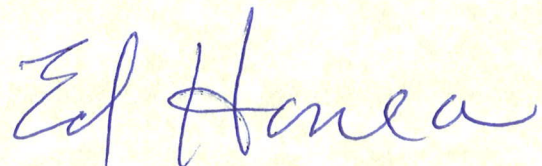
and urge all Marana citizens and businesses to participate in efforts to reduce drowning risks, strengthen families, and protect children and teens.

Dated this 6th day of August, 2019.

ATTEST:


Cherry L. Lawson, Town Clerk




Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 08/06/2019

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Corey Larriva, Superintendent

Date: August 6, 2019

Strategic Plan Focus Area:

Commerce, Community, Recreation

Strategic Plan Focus Area Additional Info:

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

Subject: Resolution No. 2019-063: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2019 El Tour de Tucson 25-Mile Start Line event (Jim Conroy)

Discussion:

The proposed agreement provides that the Town will provide financial support of \$15,000 to Perimeter Bicycling as title sponsor of the 2019 El Tour de Tucson 25-Mile Start Line event taking place on Saturday, November 23, 2019. For this event, participants, will begin their ride at the Marana Heritage River Park and join the primary El Tour route at Twin Peaks Road.

In addition to the 2019 event, this agreement also includes marketing and advertising opportunities for Marana through Perimeter Bicycling. Town marketing will appear in Tail Winds magazine, a quarterly publication in the PBAA Journal and other local events leading up to the race.

Financial Impact:

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

Staff Recommendation:

Staff recommend approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-063, approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2019 El Tour de Tucson 25-Mile Start Line event.

Attachments

Resolution No. 2019-063
Exhibit A - Agreement
Exhibit to Agreement - El Tour Proposal

MARANA RESOLUTION NO. 2019-063

RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. REGARDING FINANCIAL SUPPORT FOR THE 2019 EL TOUR 25-MILE EVENT

WHEREAS the Town of Marana is dedicated to providing exceptional community events that create opportunities for citizen engagement as directed by the Community focus area of the Town's Strategic Plan; and

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

WHEREAS the Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 2019 El Tour 25-Mile cycling event; and

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

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

SECTION 1. The agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. for the 2019 El Tour 25-Mile cycling event, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER
BICYCLING ASSOCIATION OF AMERICA, INC. FOR THE 2019 EL
TOUR 25-MILE EVENT**

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

RECITALS

A. The Town of Marana Strategic Plan Four identifies Community as one of its five focus areas. Under the Community focus area, the Plan includes an initiative to provide exceptional community events that create opportunities for citizen engagement.

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

C. The Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 2019 El Tour 25-Mile cycling event, taking place on Saturday, November 23, 2019.

D. The Town finds that the benefits to the Town resulting from Perimeter's promotion and production of the 2019 El Tour 25-Mile cycling event have a value at least equal to the fair market value of the financial support to be provided to Perimeter by the Town pursuant to this Agreement.

AGREEMENT

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

1. *Financial support to be provided by the Town.* Pursuant to the terms and conditions of this Agreement, including without limitation paragraph 18 (*Termination*) below, the Town shall provide financial support of \$15,000.00 to Perimeter for the 2019 El Tour 25-Mile cycling event, payable as follows:

a. The Town will pay Perimeter \$7,500.00 within 30 days of the Effective Date of this Agreement.

b. The Town will pay Perimeter \$7,500.00 on or before October 24, 2019.

2. *Event promotion by the Town.* In addition to the financial support provided pursuant to paragraph 1 above, the Town shall also promote the events through the Town's media/communication outlets, as described in Perimeter's May 30, 2019 sponsorship proposal to the Town, attached hereto and incorporated herein by this reference as **Exhibit A**.

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

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

5. *Effective date and duration.* This Agreement shall be effective as of the signature date of the last Party to sign this Agreement (the "Effective Date"), and shall remain in effect until December 31, 2019, unless sooner terminated pursuant to paragraph 18 below. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 9 below shall survive termination of this Agreement.

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

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

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

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

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

and prior to commencing any activities pursuant to this Agreement. Perimeter shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

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

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

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

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

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

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

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

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

With a copy to:

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

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

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

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

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

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

14. *Immigration laws.* Perimeter warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Perimeter acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this

Agreement, and that the Town retains the legal right to inspect the papers of any employee who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

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

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

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

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

19. *Termination.*

a. This Agreement shall be terminated without further action by the Parties if the 2019 El Tour de Tucson event, as described in Exhibit A, is cancelled for any reason. If the event is cancelled, Perimeter shall refund to the Town all financial support provided by the Town to Perimeter pursuant to paragraph 1 of this Agreement within 30 days of cancellation of the event.

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

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

20. *Miscellaneous.*

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

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

EXHIBIT A TO MARANA RESOLUTION NO. 2019-063

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

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

The "Town":

"Perimeter":

TOWN OF MARANA, an Arizona municipal corporation

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

Ed Honea, Mayor

Pat Lopez, President

Date: _____

Date _____

ATTEST:

Federal I.D. # _____

Town Clerk Date

APPROVED AS TO FORM:

Town Attorney Date

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Pat Lopez, President of PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

Notary Public

LIST OF EXHIBITS

Exhibit A: Perimeter's Sponsorship Proposal, dated May 30, 2019



Prepared by:
Sallye Williams
Perimeter Bicycling Association, Inc.
2609 E. Broadway
Tucson, AZ 85716
(520) 745-2033
Sallye@PerimeterBicycling.com
PerimeterBicycling.com
5/30/19

Perimeter Bicycling Association of America, Inc

Invites the

Town of Marana

To be

**Title Sponsor
of the
2019 El Tour 25-Mile Event**

***Ride Day,
Saturday, November 23, 2019***

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Thank you for reviewing the contents of this Invitation & Proposal

Invitation

Perimeter Bicycling Association of America, Inc. respectfully invites Town of Marana as

“The 2019 Title Sponsor of the El Tour 25-Mile Event”

El Tour–Town of Marana Program Description

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

Perimeter Bicycling will focus on giving the Town a prominent feature in El Tour by continuing a cycling event in its main attractions entitled *“The 2019 Town of Marana El Tour 25-Mile Event”* ; thereby having 4 major cycling events in El Tour: 100-75-50 & 25-miles.

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

El Tour Credits & Distinctions

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

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

The one single cycling event that raises money for **more** non-profit organizations than any other cycling event in United States. This year El Tour will benefit more than 50 non-profit organizations. *Over \$12 Million was raised in 2017 El Tour and in 2018 expecting to raise over \$15 Million*

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

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

Event History

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

Since its inception 35 years ago, El Tour de Tucson has lead to the development of many other fundraising cycling events, including but not limited to the following: El Tour de Mesa, Cochise County Cycling Classic, Tour of the Tucson Mountains and El Tour de Mt Fuji (Japan). Perimeter Bicycling's flagship event, El Tour de Tucson, is now approaching its 37th year of operation in 2019 and has become Arizona's largest road cycling event and the 7th largest cycling event in the United States.

Registration Statistics: In 1983 the event had a total of 198 cyclists and has grown to its highest registration in its 25th year (2007) to 9,120. In the past 5 years, El Tour's registration ranged from 8,200 – 8,700 cyclists. The 37th El Tour de Tucson is expected to break the attendance record and attract over 9,000 cyclists.

Event Beneficiaries & Fundraising: In following the tradition, values and objectives of Perimeter Bicycling Association of America. Inc., all of its cycling events benefit a recognizable nonprofit 501(c)(3) charitable agency; thereby keeping with our motto, *cycling in pursuit of a cause*. This year's 37th El Tour de Tucson will benefit 50-plus national and/or regional nonprofit agencies. The Primary Beneficiary for El Tour this year is Easterseals Blake Foundation.

In 1983 El Tour raised \$4,500 for the American Diabetes Association and in 2001 (the 19th El Tour) raised \$3,156,937. In the event's 36-year history over \$95 Million has been raised for non-profit organizations including: American Diabetes Association, American Parkinson's Disease Association, Arthritis Foundation, Ben's Bells, Carondelet Rehabilitation Services of Arizona, Community Food Bank of Tucson, Diamond Children's Medical Center, Easter Seals, GSA-USA-ECO Flag Project, Huntsman Cancer Institute of Utah, Juvenile Diabetes Research Foundation (JDRF), League of American Bicyclists, Leukemia and Lymphoma Society, Rotary International Polio Plus, Tucson Association of the Blind & Visually Impaired, Tu Nidito Children & Family Services, Water for People, and other Perimeter Bicycling Charities

Event Description

El Tour de Tucson is an event for cyclists of all ages and abilities that include a 100-mile ride around the Perimeter of Tucson, Arizona along with 75, 50 & 25-mile events. In addition, there is a Fun Ride of 11, 5 and 1-miles. At times the event distances can change due to construction along the course.

The 100-mile event and Fun Ride start and finish in the heart of downtown Tucson while the other three events (75, 50, and 25-mile events) are remote starts along the 100-mile route and finish in the downtown area along with the 100-mile and Fun Ride events. There are different starting

points, but the same finish line for all events. There are 15-20 aid stations along the 100-mile route supplied with three different kinds of fruit, water, cookies and pretzels. Each aid station is staffed by a different volunteer community group. Some of these groups have been doing the same aid station for over 30 years.

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

Economic Impact

Based on an economic impact study performed by the Graduate School of Business at the University of Arizona in 2000, it is estimated that for every 1,000 cyclists, there is an economic impact of \$1.5 - \$2 Million dollars on the local community; therefore, Perimeter Bicycling is projecting between a \$13-18 Million economic impact on Pima County, Arizona community through its 37th El Tour.

Calendar of Event Activities and Program:

El Tour Ride Day is Saturday, November 23, 2019

<u>Event Activities & Programs</u>	<u>Dates</u>	<u>Projected Attendance</u>
- El Tour Loop the Loop	2 nd weekend of September	300 – 500
- GABA Swap Meet	Sat before El Tour Ride Day	4,000 – 6000
- Indoor El Tour	8 days beginning Sat before El Tour Ride Day	3,000 – 4,000
- Platinum Meetings (4)	Thurs & Fri of El Tour Week	600 - 800
- Orientation Meetings (34-40)	Thurs & Fri of El Tour Week	1,000 – 3,000
- EXPO – Indoor	Thurs & Fri of El Tour Week	15,000 – 25,000
- EXPO – Outdoor @ start-finish line Sat, Ride Day, Nov 23, 2019 (a.k.a. El Tour Downtown Fiesta)		25,000 – 30,000
- Ride Day Radio Show	Sat, Ride Day, Nov 23, 2019	Entire Pima County Community
- 100-Mile cycling event	Sat, Ride Day, Nov 23, 2019	3,500 – 5,000
- 75-Mile cycling event	Sat, Ride Day, Nov 23, 2019	600 – 800
- 50-mile cycling event	Sat, Ride Day, Nov 23, 2019	1,500 – 2,000
- 28-mile cycling event	Sat, Ride Day, Nov 23, 2019	500 – 600
- Fun Ride of 11, 5 & 1-mile	Sat, Ride Day, Nov 23, 2019	600 – 1,000
- Bike Patrol	Sat, Ride Day, Nov 23, 2019	200 – 300
- Grand Cycling Awards Ceremony	Sat, Ride Day, Nov 23, 2019	600 – 1,000

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

What is Perimeter Bicycling?

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

Each Perimeter Bicycling event serves as a vehicle for nonprofit organizations to raise funds for themselves. In its 36-year history; Perimeter Bicycling has raised more than \$96 million dollars for local and national charitable organizations.

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

Objectives of Perimeter Bicycling Association of America, Inc.

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

Benefits

As an official Partner of the 2019 El Tour de Tucson, **Town of Marana** will receive the following benefits:

- (1) **Official Event Sponsor Title:** The **Town of Marana** will always be named in reference to the 25-mile start. The Town will be officially recognized accordingly:

Town of Marana
“Title Sponsor XXX”
El Tour 25-Mile Event
Presented by XXXX

- (2) **Exclusivity:** Perimeter Bicycling will not promote any other sponsor with the titles listed in Benefit #1. This title is reserved exclusively for **Town of Marana**. Perimeter Bicycling reserves the right to obtain a Title and Presenting sponsor for the 25-Mile Start but the event will remain named after the Town of Marana.

- (3) **Tail Winds Advertising:**

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

Autumn 2019, Winter 2020 (the El Tour Results issue), and Spring 2020 issues of *Tail Winds*.

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

Note: a) Sponsor must provide digital artwork.

b) Deadline for advertising is the 5th of the month prior to month of publication.

- (4) **Additional Tail Winds Promotion**

In addition to the ads above, Perimeter Bicycling will run articles in 2 issues of Tail Winds showing the public how the TOWN is a bicycle region and to encourage El Tour cyclists to return to the TOWN after El Tour during the Winter & Spring for training and/or touring. Tail Winds will also feature different activities that related to health & wellness to show how the TOWN is a “Health & Wellness Center”.

- (5) **Website Promotion:**

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

- (6) **Separate Town of Marana Page on Website:** Perimeter Bicycling will work with the Town to place a map on Perimeter’s website showing the Town’s map with bicycle paths, or link to the Town’s map

showing all the bicycle related roads and activities. In addition, Perimeter will list in this section all annual activities in the Town that are related to Health & Wellness.

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

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

- (8) **Event Packet Stuffing, two options:** You may provide promotional material for the approximately 9,000 to 10,000 event packets that are given to cyclists and volunteers. Or, you have the option to choose to use El Tour's Virtual Event Bag or both. Promotional pieces must be delivered to the Perimeter Bicycling packet stuffing site October 23, 2019.

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

- (9) **Complimentary Full Page ad in Ride Information Booklets**

You will be given a complimentary full page Black & White ad in the event's Rules and Information Booklet (otherwise known as the Event Manual). Size of full page ad is 7.5 x 10

You are responsible for the production of this ad. Must be provided in digital format and delivered to Perimeter Bicycling by September 30, 2019.

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

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

- (12) **El Tour Flags:** Perimeter Bicycling has designed two (2) El Tour-Town of Marana Flags featuring the Town of Marana's logo that will be placed at the following locations:

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

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

- (13) The Town of Marana's logo will appear on the El Tour jersey.

- (14) **El Tour-Town of Marana Promotional Banner:** Perimeter Bicycling will produce a special promotional banner to carry the full name of the TOWN's official title. This banner will be hung:
 - El Tour EXPO
 - Downtown Tucson on Ride Day
- (15) **Name on all El Tour applications** next to the 25-Mile event
- (16) **Start Line supplies and equipment** to be paid by Perimeter Bicycling including:
 - (a) Scaffolding, sound equipment, fencing, start-line banner, DJ and other equipment related to the construction of start-line
 - (b) A Perimeter Bicycling staff or representative will be onsite at Marana start line for registration and participant customer service.
- (17) **All medallions** that are presented to the 25-mile finishers will carry the name of the TOWN on the ribbon that is attached to the 25-mile medallion
- (18) The 25-Mile event will start at 1 pm to allow cyclists from the other events to register and ride in the 25-mile event after they finish their other El Tour event
- (19) All 25-mile placement awards will be named after the TOWN: 1st through 4th place male and female
- (20) Special 25-Mile El Tour **Start-line Banner** produced and paid for by Perimeter and placed at the start of the event.
- (21) Mayor or another dignitary has the first right of refusal to start the event.
- (22) **Additional Benefits**
 - (a) increase in direct spending to the TOWN's restaurants, hotels, museums and other retail businesses
 - (b) increase in recognition on a national level as a bicycle friendly community
 - (c) post-event Tourism, especially in Winter & Spring
 - (d) additional Recreational Activity for the TOWN community
 - (e) becoming a recognizable partner in the production and success of America's largest Perimeter Bicycling Event
- (23) **Right of First Refusal: Town of Marana** will have the right of first refusal as the Official Partner of the 25-mile Start in subsequent El Tours after 2019. For your Right of First Refusal to remain in effect, Perimeter Bicycling must know of your decision in writing to sponsor subsequent El Tours within 30 days after presentation of the 2020 "Official El Tour 25-mile Start" proposal. If your decision is not received in writing within this 30-day timeframe, Perimeter has the right to seek another Official 25-mile Start Sponsor and/or discontinue the 25-mile El Tour event.

Requests

Perimeter Bicycling makes the following requests of **Town of Marana** in 2019 for the benefits listed in this package to promote Town of Marana as a leading bicycling community through the 2019 El Tour:

(1) Underwriting Fee:

Pay \$15,000 to Perimeter Bicycling to help with barricade expenses for the 2019 El Tour de Tucson.

(2) Fee Payment Schedule:

Fees are to be paid to Perimeter Bicycling according to a schedule agreed upon by the Town of Marana and Perimeter Bicycling as follows:

- \$7,500 due within 30 days of agreement signatures
- \$7,500 due 30 days in advance of the event date

(3) Getting Involved:

Promote your involvement with El Tour to your entire community through in-house newsletters, mailings or other event or activities; and encourage participation in El Tour as a sponsor, volunteer, spectator and/or contributor, and as a rider in the 25-mile event.

(4) Promotional Tag-Ons:

Promote El Tour by “tag-ons” to any existing media spots you run during the signing of this agreement until 12/31/19.

(5) Contractual Credits:

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

Perimeter Bicycling – Town of Marana

AGREEMENT

Signature below constitutes an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. as to this proposal dated 5/30/19 for Title Sponsorship Partner of the 2019 El Tour 25-Mile Event:

Sallye Williams
Perimeter Bicycling Association of
America, Inc.

Date

Town of Marana

Date





Council-Regular Meeting

C2

Meeting Date: 08/06/2019

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: August 6, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-064: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-19-2915 (Kristin Taft)

Discussion:

For the 13th consecutive year, the Town of Marana has been awarded grant funding to participate with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA). Funding for this program comes from the federal Anti-Drug Abuse Act of 1998 and the Office of National Drug Control Policy (ONDCP) Reauthorization Act of 1998.

These legislative acts authorized the Director of ONDCP to designate areas within the United States which exhibit serious drug trafficking problems and harmfully impact other areas of the country as High Intensity Drug Trafficking Areas (HIDTA). The HIDTA Program provides federal resources to those areas to help eliminate or reduce drug trafficking and its harmful consequences. Law enforcement organizations within HIDTAs assess drug trafficking problems including transportation, distribution, and chronic use of illegal drugs and money laundering.

In Southern Arizona, the HIDTA Program helps improve the effectiveness and efficiency of drug control efforts by facilitating cooperation between law enforcement agencies, supplying resources, coordinating information sharing, and implementing joint initiatives. The City of Tucson (COT) administers grant funding for these activities.

A Marana Police Officer will be tasked to a grant-funded position under the HIDTA Program. The attached grant agreement provides the terms and conditions for the Marana Police Department in the HIDTA Program. Under the grant agreement, the

Town of Marana will be reimbursed salary, other employee-related expenses, and overtime up to \$119,379 for services provided in coordination with CNA and funded under the HIDTA Program. The term of the grant agreement is 24 months, from January 1, 2019 to December 31, 2020.

The grant funded position will be included in the 2019-2020 budget. The Town is not required to provide match funding under this award. This award funds salary expense, employee related expenses and overtime at \$119,379.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$119,379

Staff Recommendation:

Staff recommends approval of the Grant Agreement with the City of Tucson to receive funds under the High Intensity Drug Trafficking Areas Program.

Suggested Motion:

I move to adopt Resolution No. 2019-064; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Marana to receive funding under COT Grant Number HT-19-2915.

Attachments

Resolution No. 2019-064
HIDTA 29 Grant Agreement

MARANA RESOLUTION NO. 2019-064

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON (COT) AND THE TOWN OF MARANA TO RECEIVE FUNDING UNDER COT GRANT NUMBER HT-19-2915

WHEREAS the Anti-Drug Abuse Act of 1988 and the National Drug Control Policy Reauthorization Act of 1998 authorized the Director of the Office of National Drug Control Policy to designate areas within the United States which exhibit serious drug trafficking problems as High Intensity Drug Trafficking Areas (HIDTA); and

WHEREAS the Southern Arizona Counties of Cochise, La Paz, Maricopa, Mohave, Pima, Pinal, Santa Cruz, and Yuma are designated target areas under the HIDTA Program; and

WHEREAS the HIDTA Program provides federal funding to designated HIDTA areas to help eliminate or reduce drug trafficking and its harmful consequences; and

WHEREAS the City of Tucson has been awarded funding to coordinate efforts and administer grants in the Southern Arizona Region on behalf of the Office of National Drug Control Policy under the HIDTA Program; and

WHEREAS upon execution of a grant agreement, the City of Tucson will award grant funding to the Town of Marana to reimburse salary and employee-related expenses for a Marana Police Department officer for services provided in coordination with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA) funded under the HIDTA Program between January 1, 2019 and December 31, 2020; 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 grant agreement.

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

SECTION 1. The grant agreement between the Town of Marana and the City of Tucson attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Town Manager is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001**

AWARD NUMBER (FAIN): **G19SA0007A**

COT Grant Number **HT-19-2915**

This Grant Agreement is made this **1ST day of January 2019** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Marana Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2019** and terminate on **December 31, 2020**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Counter Narcotics Alliance (CNA)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

**City of Tucson
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917**

B. If to the GRANTEE:

**Marana Police Department
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653
Attention: Jamsheed Mehta, Town Manager**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$71,907.00
Fringe Benefits	\$10,786.05
Overtime	\$36,686.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment	\$0.00
TOTAL	\$119,379.05
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - October 1, 2016.

Link: Electronic Code of Federal Regulations: <http://www.ecfr.gov>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$5,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – October 1, 2016, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: Electronic Code of Federal Regulations <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – Oct 1, 2016 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – October 1, 2016.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period	Month of:	Due Date:	Report Period	Month of:	Due Date:
January 1 - 31		February 25	July 1 - 31		August 25
February 1 - 29		March 25	August 1 - 31		September 25
March 1 - 30		April 25	September 1 - 30		October 25
April 1 - 30		May 25	October 1 - 31		November 25
May 1 - 31		June 25	November 1 - 30		December 25
June 1 - 30		July 25	December 1 - 31		January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://sam.gov>
19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (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. If the GRANTEE is a State agency or entity, this paragraph does not apply.
25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 182.
30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON GRANT AGREEMENT

Insurance Requirements Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT19-2915**

Date: _____

Signature: _____
Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.

- a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
- b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

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5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
 6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
 7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
 8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

- a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
- b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
- c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
- d. Agreement with cooperating individual.
- e. Receipt for P/I.
- f. Copies of all debriefing reports (except for the Headquarters case file).
- g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
- h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
- i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
- j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Council-Regular Meeting

C3

Meeting Date: 08/06/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-065: Relating to the Police Department; approving and authorizing the Mayor to execute the First Amendment to an intergovernmental agreement with Pima County for funding of the Pima County Mapping Administrator Position (Jane Fairall)

Discussion:

The Emergency Telecommunication Service Revolving Fund (the “9-1-1 Revolving Fund”) was established pursuant to A.R.S. § 41-704 and is funded through the telecommunication service excise tax established by A.R.S. § 42-5252 and the prepaid wireless telecommunications E911 excise tax established by A.R.S. § 42-5402. A.R.S. § 41-704(B)(2) provides that 2% of the amounts deposited annually in the 9-1-1 Revolving Fund for administrative costs may be allocated for local network management of contracts with public safety answering points for emergency telecommunication services.

To qualify for funding from the 9-1-1 Revolving Fund, the public or private safety agencies in a specific geographic area to be served must establish a 9-1-1 planning committee to develop and submit a service plan; as a part of the service plan, a planning committee chairperson (also known as the 9-1-1 System Manager or Coordinator) must be named to provide all required administrative functions for the 9-1-1 planning committee.

Several public and private safety agencies in Pima County have established a 9-1-1 planning committee (the “Pima County 9-1-1 Committee” or “Pima 9-1-1”) and both the County and the Town are members of the Pima 9-1-1. The current Pima 9-1-1 System Manager is an employee of the Town (Sheila Blevins). As such, the state of Arizona disburses monies from the 9-1-1 Revolving Fund to the Town on a quarterly basis to be managed and disbursed by the Pima 9-1-1 System Manager.

Monies from the 9-1-1 Revolving Fund that are disbursed to the 9-1-1 System Manager

may be used for the following purposes:

- To defray the personnel costs associated with the 9-1-1 System Manager and Master Street Address Guide (MSAG) Coordinator.
- To acquire equipment for use by the 9-1-1 System Manager and/or MSAG Coordinator in support of their tasks.
- To fund the acquisition of upgraded software for the maintenance/management of the MSAG.
- To provide training or educational assistance for the 9-1-1 System Manager and the MSAG Coordinator to further their roles in providing 9-1-1 services.

As of July 1, 2018, the Pima County Mapping Administrator for the Pima 9-1-1 is employed by the County. As a result, the Town and the County entered into an IGA, also effective July 1, 2018, to set the terms and conditions for the funding of the Mapping Administrator position. Specifically, at the end of each fiscal year covered by the IGA, the County will invoice the Town for compensation and employee related costs (ERE) for the Mapping Administrator position. The Town will then reimburse the County for those costs using only funds from the 9-1-1 Revolving Fund. Up to 90% of the 9-1-1 Revolving Fund monies may be used for the Mapping Administrator salary and ERE, with the other 10% of the funds reserved for the other approved purposes, noted above. If the allocated Revolving Fund monies do not cover the full cost of the Mapping Administrator's salary and ERE, the County will be responsible for making up the difference. The initial term of the proposed IGA was for one year, through June 30, 2019, but with the possibility of four one-year extensions. The proposed IGA amendment will renew the IGA for another year, through June 30, 2020, on the same terms and conditions as the original IGA.

Financial Impact:

The funding of the Pima County Mapping Administrator position comes entirely from the 9-1-1 Revolving Fund monies provided by the State of Arizona and passed through from the Town to the County. The Town has budgeted \$59,000 for the pass through of the collected funds related to this position for fiscal year 2019/2020.

Staff Recommendation:

Staff recommends approval of the IGA extension.

Suggested Motion:

I move to adopt Resolution No. 2019-065, approving and authorizing the Mayor to execute the First Amendment to an intergovernmental agreement with Pima County for funding of the Pima County Mapping Administrator Position.

Attachments

Resolution No. 2019-065

Exhibit A - First Amendment to IGA

MARANA RESOLUTION NO. 2019-065

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR FUNDING OF THE PIMA COUNTY MAPPING ADMINISTRATOR POSITION

WHEREAS the Emergency Telecommunication Service Revolving Fund (the "9-1-1 Revolving Fund"), established pursuant to A.R.S § 41-704, provides funding for a mapping administrator for Pima County safety agencies; and

WHEREAS Pima County employs the mapping administrator for Pima County safety agencies and the Town of Marana is the custodian of 9-1-1 Revolving Fund monies for Pima County; and

WHEREAS effective July 1, 2018, the County and the Town entered into an intergovernmental agreement to set forth their agreement regarding the funding of the Pima County Mapping Administrator position; and

WHEREAS the County and the Town are empowered by A.R.S. §§ 11-951 through 11-954 to enter into intergovernmental agreements in order to jointly exercise their governmental authority; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of the public to extend the term of the agreement.

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

SECTION 1. The first amendment to intergovernmental agreement between Pima County and the Town of Marana for funding of the Pima County Mapping Administrator Position, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR
FUNDING OF PIMA COUNTY MAPPING ADMINISTRATOR POSITION**

This First Amendment to Intergovernmental Agreement (this "First Amendment") is entered into by and between Pima County, a political subdivision of the state of Arizona (the "County"), and the Town of Marana, an Arizona municipal corporation (the "Town"). The County and the Town are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

Recitals

- A. Effective July 1, 2018, the Parties entered into an intergovernmental agreement for the purpose of setting forth the responsibilities of the Parties for the funding of the Pima County Mapping Administrator position (the "Agreement").
- B. Paragraph 5(a) of the Agreement provides that the initial term of the Agreement was for one year beginning July 1, 2018 and ending June 30, 2019, and that the Parties have the option to extend the term for four additional one-year periods, by formal written amendment executed by the Parties.
- C. The Parties now desire to amend the Agreement to extend the term of the Agreement for the first of four possible one-year periods.

Agreement

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

- 1. **Term.** The Agreement is hereby amended to extend the term of the Agreement for the first of four possible one-year periods, from July 1, 2019 through June 30, 2020.
- 2. **Effective Date.** The effective date of this First Amendment is July 1, 2019.
- 3. **Other Terms and Provisions.** All other terms and provisions of the Agreement not specifically changed by this First Amendment shall remain in effect and be binding upon the Parties as provided for in the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County has caused this First Amendment to be executed by the Chair of the Pima County Board of Supervisors, upon resolution and attested to by the Clerk of the Board; and the Town has caused this First Amendment to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY

TOWN OF MARANA

Richard Elias
Chairman, Board of Supervisors

Ed Honea
Mayor

Date

Date

ATTEST:

ATTEST:

Julie Castañeda, Clerk of the Board

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy County Attorney

Town Attorney

APPROVED AS TO CONTENT:

-

Department Head



Council-Regular Meeting

C4

Meeting Date: 08/06/2019

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-066: Relating to Development; approving a final plat for Del Webb at Dove Mountain IX, Lots 596-625 and Common Area "A" (Drainage/Open Space) located south of Dove Mountain Boulevard and west of Del Webb 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 IX, consisting of Lots 596-625 and Common Area "A" (Drainage/Open Space). The 8.19 acre subdivision consists of 30 residential lots, 1.3 acres of drainage/open space, and .2 miles of new public streets. This plat is a resubdivision of Block 1 of Del Webb at Dove Mountain III, Lots 129 and 168-234, Blocks 1 and 2, as well as a portion of Section 22, Township 11S, Range 12E, and is the ninth final plat for the Del Webb at Dove Mountain active adult community.

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 6,245 square feet, the maximum is 10,431 square feet, and the average lot size is 7,955 square feet. The gross density proposed is 3.75 residences per acre.

Access and Traffic Circulation

The proposed subdivision is accessed from Dove Mountain Boulevard via Del Webb Trail. The streets within this subdivision are proposed to 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. 2019-066, approving the Final Plat for Del Webb at Dove Mountain IX, Lots 596-625 and Common Area "A" (Drainage/Open Space).

Attachments

Resolution No. 2019-066
PRV1901-001 DWDM IX FP
PRV1901-001 DWDM IX FP Map
PRV1901-001 DWDM IX FP App

MARANA RESOLUTION NO. 2019-066

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR DEL WEBB AT DOVE MOUNTAIN IX, LOTS 596-625 AND COMMON AREA "A" (DRAINAGE/OPEN SPACE) LOCATED SOUTH OF DOVE MOUNTAIN BOULEVARD AND WEST OF DEL WEBB 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 IX, consisting of Lots 596-625 and Common Area "A" (Drainage/Open Space) on 8.19 acres, and located south of Dove Mountain Boulevard and west of Del Webb Trail, within Section 22, Township 11 South, Range 12 East; and

WHEREAS the Marana Mayor and Town Council, at its August 6, 2019 meeting, determined that the Final Plat for Del Webb at Dove Mountain IX, Lots 596-625 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 IX, Lots 596-625 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 6th day of August, 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

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

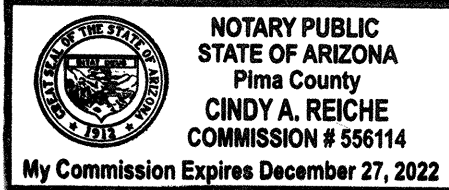
PULTE HOME COMPANY, LLC, A MICHIGAN LLC
16767 N. PERIMETER DRIVE, SCOTTSDALE, ARIZONA 85620
PHONE #: 520-837-0251

ACKNOWLEDGMENT - TRUST NO. 18300-T

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, 18 DAY OF July, 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.

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 8.19 ACRES (356,949 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 30.
3. THE TOTAL AREA OF COMMON AREA "A" (DRAINAGE/OPEN SPACE) IS 1.3 ACRES (57,914 S.F.).
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.2 MILES.
5. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SF.
MINIMUM PROVIDED LOT SIZE IS 6,245 SF (LOT #602).
AVERAGE LOT SIZE IS 7,955 SF.
MAXIMUM LOT SIZE PROVIDED IS 10,431 SF (LOT #625, 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 (30 LOTS X 2 = 60). 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 3.75 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. THE 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 RE-STATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS PER SEQUENCE NUMBER 20133580105.
21. THE PROFESSIONAL ENGINEER OF RECORD 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

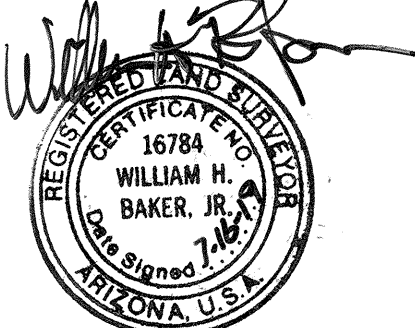
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

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



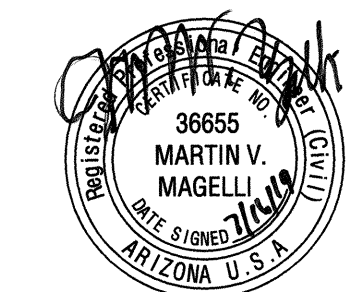
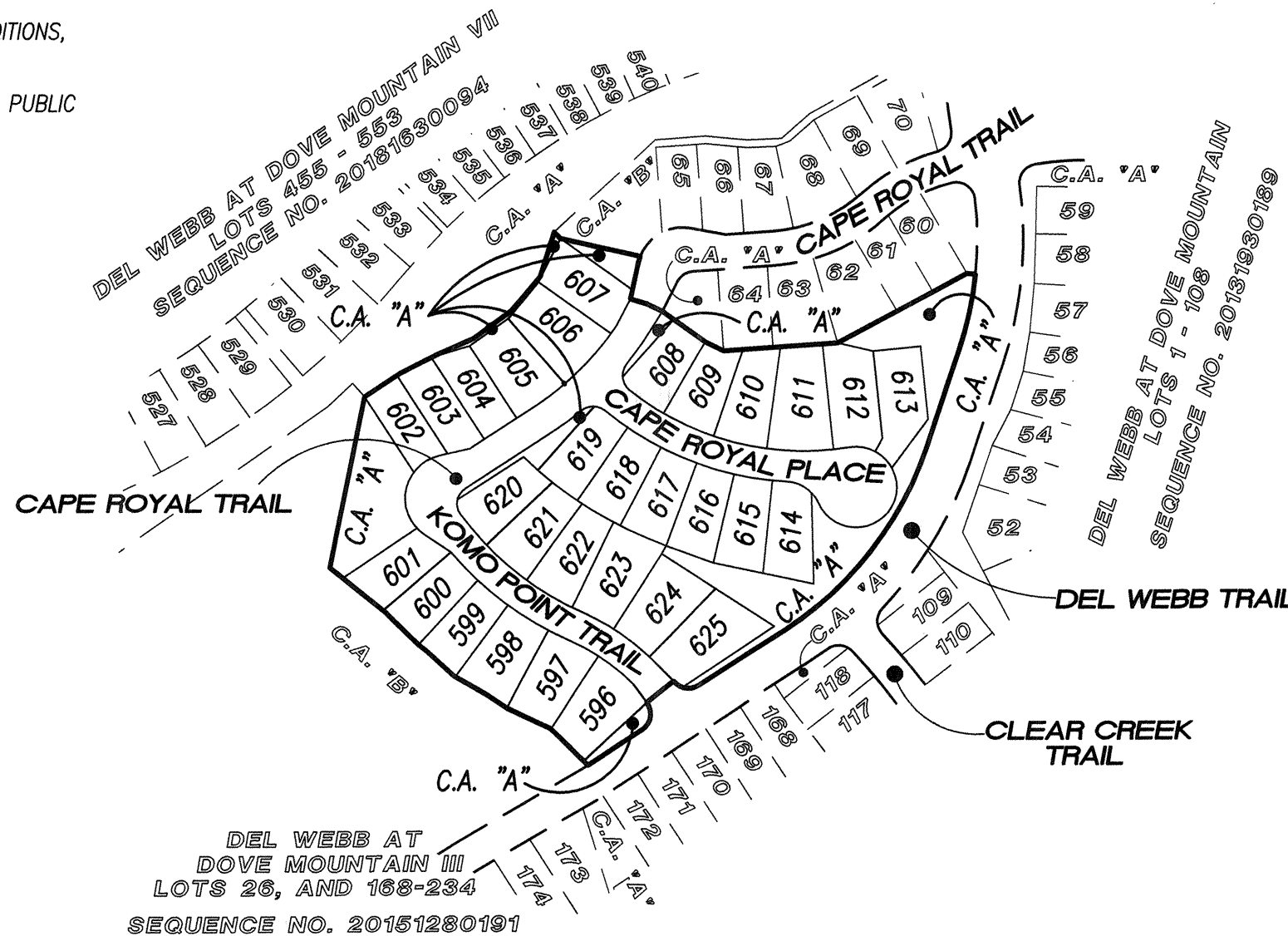
I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

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



COMPOSITE DETAIL

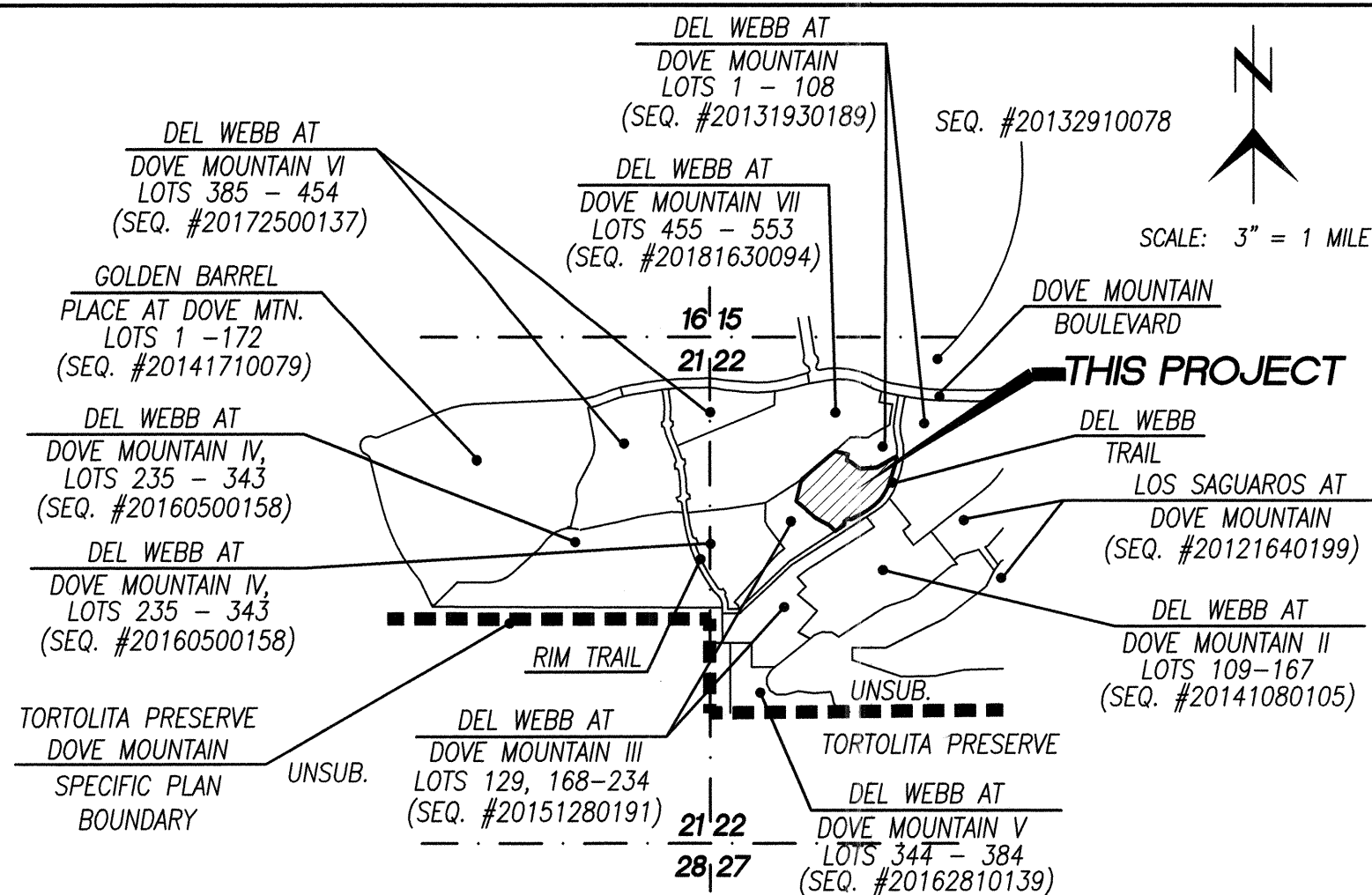
ASSURED WATER SUPPLY

THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

BY: Richard A. Sarti 7/16/2019
ITS: TUCSON ECONOMIC ADVANCEMENT STR. ADMINISTRATOR
CITY OF TUCSON WATER DEPARTMENT DATE

PIMA COUNTY APPROVAL

BY: [Signature] 7/18/2019
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE



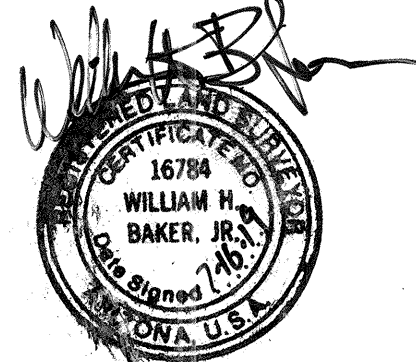
LOCATION PLAN

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

LEGEND

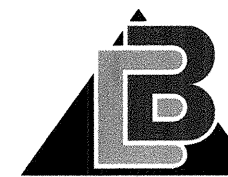
- ▲ SET SURVEY MONUMENT (TAGGED "RLS 22245") - SEE ALSO BASIS OF BEARING, SHEET #3 OF 3
- △ SURVEY MONUMENT TO BE SET PER TOWN OF MARANA STD. DTL. M-103B
- BOUNDARY CORNER TO BE SET (TAGGED "RLS 26928")
- PROPERTY CORNER TO BE SET BY A REGISTERED LAND SURVEYOR
- SUBDIVISION BOUNDARY/PROPERTY LINE
- CURVE DATA (SEE TABLE, SHEET 3 OF 3)
- LINE DATA (SEE TABLE, SHEET 3 OF 3)
- NEW RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEET #2)
- DEVELOPED 100 YEAR FLOODPLAIN LINE ("F.P.L.")
- DEVELOPED EROSION SETBACK LINE ("E.S.L.")
- RADIAL
- 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 IX, LOTS 596-625 AND
COMMON AREA "A" (DRAINAGE/OPEN SPACE)

BEING A RESUBDIVISION OF BLOCK "1", AS RECORDED IN DEL WEBB AT DOVE MOUNTAIN III, LOTS 129 AND 168-234, BLOCKS "1" AND "2", SEQUENCE NO. 20151280191 AND A PORTION OF SECTION 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

#PRV1901-001

JOB #2258.12

REF.: PRV-12011P

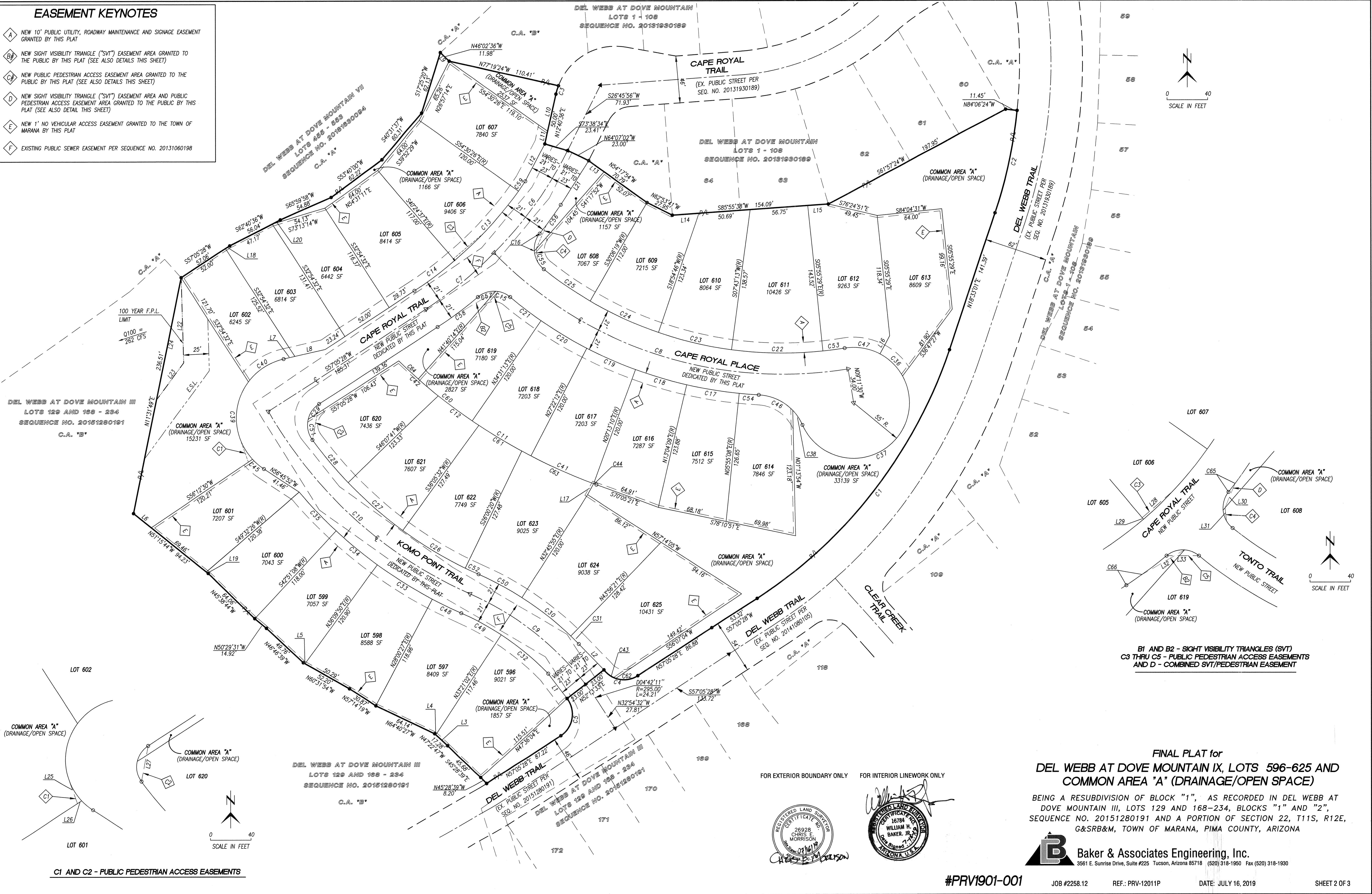
DATE: JULY 16, 2019

SHEET 1 OF 3

SEQUENCE # _____

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 (SEE ALSO DETAILS THIS SHEET)
- C# NEW PUBLIC PEDESTRIAN ACCESS EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT (SEE ALSO DETAILS THIS SHEET)
- D NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA AND PUBLIC PEDESTRIAN ACCESS EASEMENT AREA GRANTED TO THE PUBLIC BY THIS PLAT (SEE ALSO DETAIL THIS SHEET)
- E NEW 1' NO VEHICULAR ACCESS EASEMENT GRANTED TO THE TOWN OF MARANA BY THIS PLAT
- F EXISTING PUBLIC SEWER EASEMENT PER SEQUENCE NO. 20131060198



NUMBER	DELTA	RADIUS	ARC LENGTH
C1	38°32'26"	469.00	315.48
C2	12°39'25"	469.00	103.61
C3	08°19'10"	60.00	8.71
C4	85°17'07"	25.00	37.21
C5	94°41'22"	25.00	41.32
C6	17°55'24"	400.00	125.13
C7	12°24'07"	400.00	86.58
C8	54°36'15"	400.00	381.21
C9	28°25'01"	285.00	146.31
C10	36°19'41"	429.24	272.16
C11	05°13'46"	541.00	49.38
C12	05°15'37"	541.00	49.67
C13	14°05'48"	379.00	93.25
C14	07°30'05"	379.00	49.62
C15	35°44'29"	25.00	15.60
C16	42°52'33"	25.00	18.71
C17	07°09'01"	421.00	52.54
C18	07°09'01"	421.00	52.54
C19	07°09'01"	421.00	52.54
C20	07°09'01"	421.00	52.54
C21	05°11'09"	421.00	38.10
C22	13°38'42"	379.00	90.26

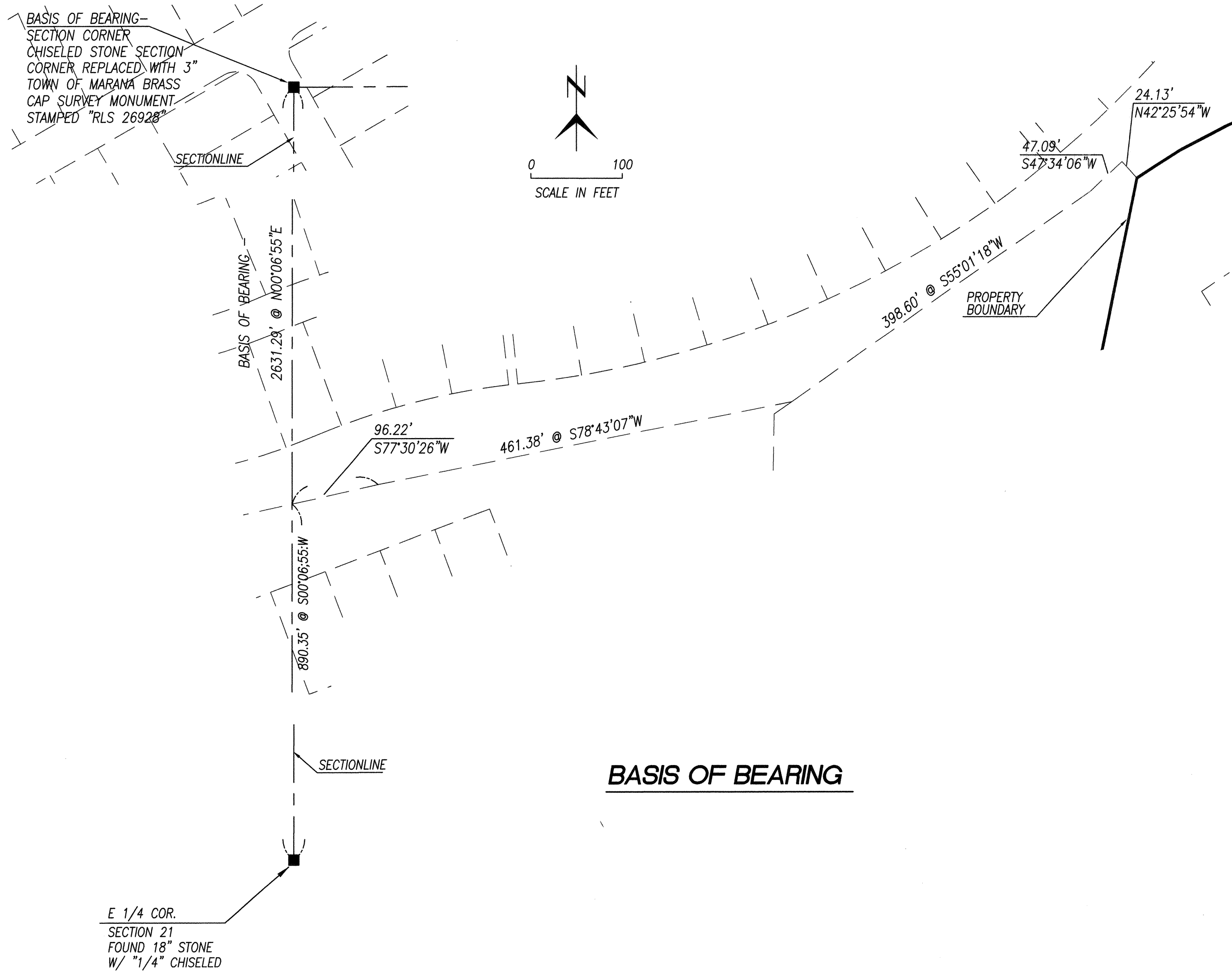
NUMBER	DELTA	RADIUS	ARC LENGTH
C23	11°11'33"	379.00	74.04
C24	11°11'33"	379.00	74.04
C25	08°21'50"	379.00	55.32
C26	10°05'11"	408.24	71.87
C27	10°02'09"	408.24	71.51
C28	07°40'30"	408.24	54.69
C29	43°56'44"	25.00	19.17
C30	11°10'26"	316.00	61.63
C31	02°00'28"	316.00	11.07
C32	12°35'46"	274.00	60.24
C33	08°09'23"	450.24	64.09
C34	06°41'18"	450.24	52.56
C35	06°41'18"	450.24	52.56
C36	33°03'21"	55.00	31.73
C37	185°15'16"	55.00	177.83
C38	19°52'42"	50.00	17.35
C39	79°34'11"	60.00	83.33
C40	40°15'19"	60.00	42.16
C41	08°14'02"	541.00	77.75
C42	05°31'00"	541.00	52.09
C43	33°21'15"	25.00	14.55
C44	00°18'31"	541.00	2.91

NUMBER	DELTA	RADIUS	ARC LENGTH
C45	14°02'47"	60.00	14.71
C46	43°22'39"	50.00	37.85
C47	37°25'23"	55.00	35.92
C48	04°02'12"	450.24	31.72
C49	09°22'47"	274.00	44.86
C50	08°47'40"	316.00	48.50
C51	49°20'32"	25.00	21.53
C52	02°02'06"	408.24	14.50
C53	03°16'01"	379.00	21.61
C54	02°37'59"	421.00	19.35
C55	47°09'32"	25.00	20.58
C56	04°47'58"	421.00	35.27
C57	43°34'10"	25.00	19.01
C58	06°41'44"	421.00	49.20
C59	01°47'18"	379.00	11.83
C60	07°09'01"	541.00	67.52
C61	07°09'01"	541.00	67.52
C62	51°55'52"	25.00	22.66
C63	08°14'02"	541.00	77.75
C64	02°47'21"	541.00	26.34
C65	01°27'07"	421.00	10.67
C66	02°33'01"	421.00	18.74

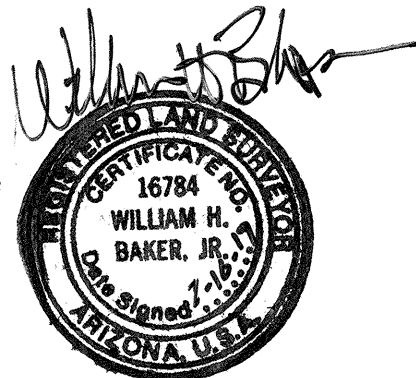
CURVE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N37°06'33"W	30.80'
L2	N44°03'11"W	35.61'
L3	N47°22'47"W	15.74'
L4	S47°22'47"E	1.54'
L5	S60°31'54"E	1.92'
L6	N51°15'44"W	22.34'
L7	S77°06'25"W	11.39'
L8	N77°06'25"E	30.61'
L9	S46°02'36"E	11.98'
L10	N12°40'36"E	37.50'
L11	S12°40'36"W	12.50'
L12	N27°48'09"E	41.56'
L13	S54°17'54"E	18.71'
L14	N85°55'38"E	26.25'
L15	N85°55'38"E	20.40'
L16	N28°13'53"E	20.28'
L17	N28°50'47"E	12.33'
L18	S57°05'28"W	5.06'
L19	S51°15'44"E	2.43'
L20	S62°40'36"W	8.87'
L21	S32°26'03"W	51.47'
L22	N01°37'59"W	83.41'
L23	S36°13'59"W	45.45'
L24	N11°31'49"E	122.51'
L25	N19°31'40"W	24.37'
L26	S56°12'30"W	5.00'
L27	S10°26'49"W	36.36'
L28	N49°35'23"E	38.88'
L29	S40°24'37"E	2.00'
L30	S22°45'03"W	25.64'
L31	S05°50'37"E	12.97'
L32	S59°54'32"W	48.33'
L33	N89°56'58"W	31.91'

LINE TABLE



FOR EXTERIOR BOUNDARY ONLY FOR INTERIOR LINEWORK ONLY



FINAL PLAT for
DEL WEBB AT DOVE MOUNTAIN IX, LOTS 596-625 AND
COMMON AREA "A" (DRAINAGE/OPEN SPACE)

BEING A RESUBDIVISION OF BLOCK "1", AS RECORDED IN DEL WEBB AT
DOVE MOUNTAIN III, LOTS 129 AND 168-234, BLOCKS "1" AND "2",
SEQUENCE NO. 20151280191 AND A PORTION OF SECTION 22, T11S, R12E,
G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



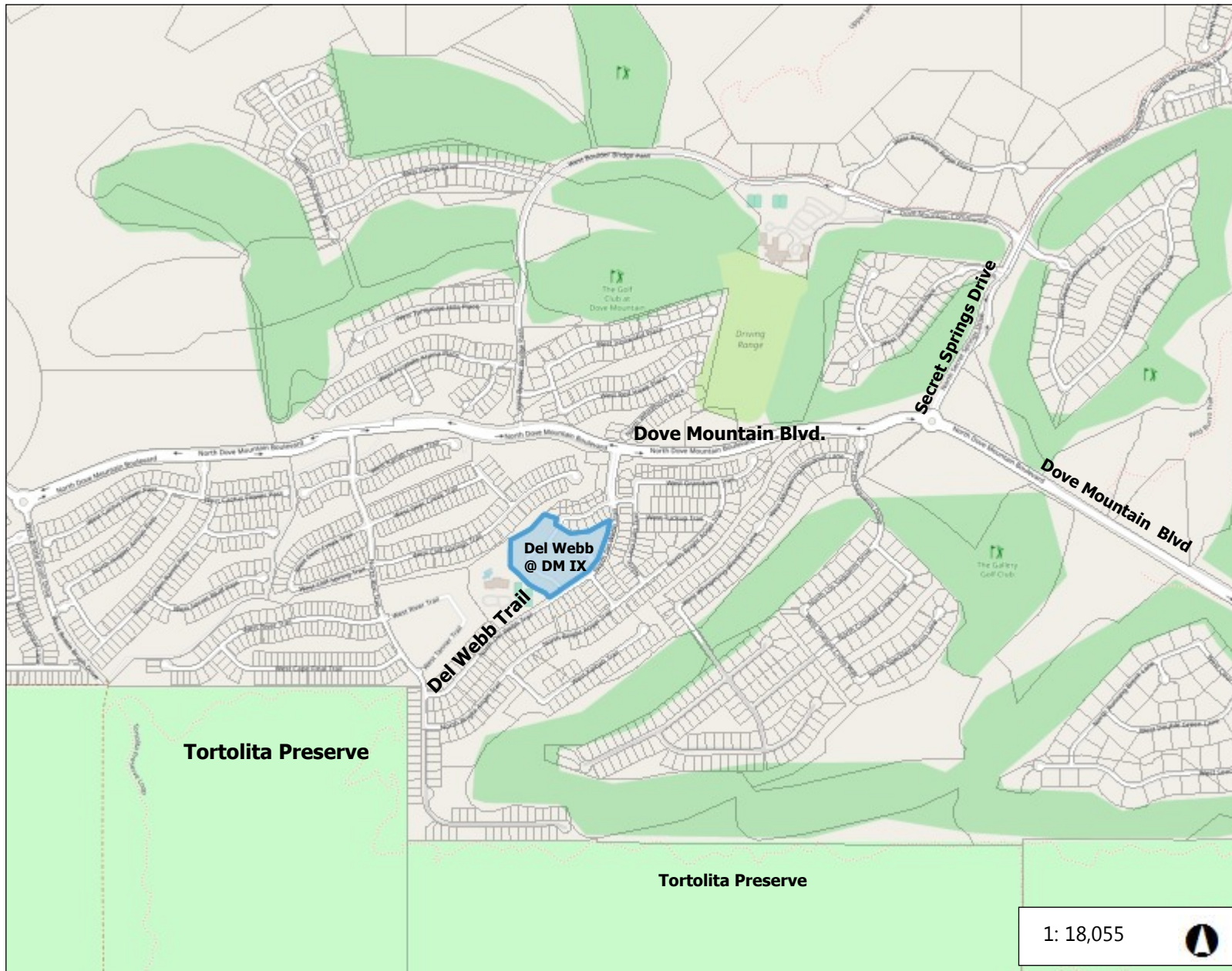
#PRV1901-001 JOB #2258.12 REF.: PRV-12011P DATE: JULY 16, 2019 SHEET 3 OF 3

SEQUENCE # _____



Legend

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



1: 18,055



0.6 0 0.28 0.6 Miles

Notes

PRV1901-001: Del Webb at Dove Mountain IX



Development Services / planning@maranaz.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Del Webb at Dove Mountain IX, Lots 596-625

Description of Project: Single Family Residential

Number of Lots: 30

Parcel No.(s): 218-34-226N

Gross Area (Acres): 8.1

Project Address: Del Webb Trail, South of Cape Royal Trail

Ref. Project No.: PRV-12011P

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 & Assoc. Engineering, Inc.

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

Address: 3561 E. Sunrise Dr., Ste #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.

PRV1901-001

Date Received

1/10/19

☐ Annexation

☐ Rezone

☐ Specific Plan

☐ General Plan Amendment

☐ Preliminary Plat

☐ Final Plat

☐ Significant Land Use Change

☐ Minor Land Division

☐ Variance

☐ Development Plan

☐ Development Plan Package

☐ Dedications / Easements

☐ Lic. Agreement

☐ Landscape Plan

☐ Conditional Use Permit

☐ Report (Type): _____

☐ SWPP

☐ Native Plant Plan

☐ Native Plant Exception

☐ Other: _____

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016



Council-Regular Meeting

C5

Meeting Date: 08/06/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Principle 2: WE WILL APPROACH CITIZEN ENGAGEMENT IN UNIQUE AND CREATIVE WAYS.

Initiative 2: Evaluate and continuously improve the Marana Citizens' Forum and ensure Forum recommendations are implemented wherever possible.

Subject: Resolution No. 2019-067: Relating to Boards, Commissions and Committees; revising the procedures for the Marana Citizens' Forum relating to establishing a quorum and the removal of delegates (Jane Fairall)

Discussion:

On November 5, 2011, Council approved the creation of the Marana Citizens' Forum as a special committee of the Town to increase citizen engagement and foster community participation in Town functions and activities. As the Forum program has matured over the years, staff has periodically presented Council with minor revisions to provide flexibility within the structure of the program.

Currently, the rules for the Marana Citizens' Forum, as adopted by Council, do not specify how many members of the Forum must be present to constitute a quorum. Since the rules are silent, by the general rules of parliamentary procedure, a majority of Forum members must be present to have a quorum. The Forum is made up of no less than 15 and no more than 32 delegates, with the optimal number being 25 delegates. At times, it has been difficult to achieve a quorum. If approved, this item will change the Forum rules to provide that 10 delegates will constitute a quorum for the purposes of conducting Forum business.

Additionally, staff is proposing a minor change regarding when a Forum delegate will be removed for poor attendance. The current rules state that a delegate "shall" be considered to have resigned if he or she is absent without prior excuse from two or more meetings during a Forum session. Staff proposes changing the word "shall" to "may" in order to provide the Town and delegates with more flexibility in extraordinary circumstances, as follows:

"Forum delegates who are absent without prior excuse from two or more meetings during a Forum session ~~shall~~ may be considered to have resigned and the Town shall not be required to take any further action to remove the delegate from the Forum membership."

Staff Recommendation:

Staff recommends approval of the changes to the Forum procedures.

Suggested Motion:

I move to adopt Resolution No. 2019-067, revising the procedures for the Marana Citizens' Forum relating to establishing a quorum and the removal of delegates.

Attachments

Resolution No. 2019-067

Exhibit A - Revised Quorum Procedures

MARANA RESOLUTION NO. 2019-067

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; REVISING THE PROCEDURES FOR THE MARANA CITIZENS' FORUM RELATING TO ESTABLISHING A QUORUM AND THE REMOVAL OF DELEGATES

WHEREAS Section 2-6-1(A) of the Marana Town Code authorizes the Town Council to create and dissolve those special and standing boards, commissions and committees as the Council deems necessary; and

WHEREAS Section 2-6-1(B) of the Marana Town Code provides that the resolution creating a board, commission or committee shall describe the powers and purpose of the board, commission or committee and shall establish the number and qualifications of its membership; and

WHEREAS Section 2-6-2 of the Marana Town Code sets forth procedures for the application, recommendation, appointment and removal of board, commission or committee members; and

WHEREAS Section 2-6-4 of the Marana Town Code provides that the Council may by resolution modify any of the procedures set forth in Section 2-6-2 related to the application, recommendation, appointment and removal of board, commission or committee members for a particular board, commission or committee; and

WHEREAS on November 15, 2011, the Town Council adopted Resolution No. 2011-100, creating the Marana Citizens' Forum as a special committee of the Town of Marana, describing the powers, purposes and processes of the Forum, establishing the number and qualification of its membership, the terms of office of its members, and the application, recommendation, appointment and removal processes for Forum members; and

WHEREAS on March 5, 2013, November 18, 2014, December 1, 2015, and August 2, 2016, the Town Council adopted revisions to the Forum process, including revising the number of members, the member terms of office, and the appointment, reappointment and removal procedures for Forum members; and

WHEREAS the Town Council finds that revising the procedures for the Marana Citizens' Forum as addressed by this resolution is in the best interest of the Town.

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

SECTION 1. The procedures for the Marana Citizens' Forum are hereby revised as set forth in Exhibit A, attached to and incorporated by this reference in this resolution with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Marana Citizens' Forum

Introduction

The Marana Citizens' Forum is created as a special committee of the Town of Marana. The Forum is an innovative method for increasing citizen engagement and fostering community participation in Town functions and activities in an effective and sustainable manner.

Powers

The Marana Citizens' Forum is vested with the power to discuss, develop and recommend to the Town Council feasible action plans and solutions that are aligned with the Town's Strategic Plan regarding Town-wide, multi-disciplinary issues.

Purpose

The purpose of the Marana Citizens' Forum is as follows:

- Increase citizen engagement in a meaningful way
- Advise the Council by developing and recommending action plans on issues of importance
- Tie ideas and action plans to the Strategic Plan
- Establish a positive feedback loop between the Forum delegates and the Council

Number and Qualifications of Delegates

To maximize the efficiency and effectiveness of the Marana Citizens' Forum, it is important to have a Forum fully staffed with delegates who have diverse areas of interest. To that end, the Forum will have no less than 15 and no more than 32 delegates at any one time, with the optimal number being 25 delegates. These delegates will come from various backgrounds and experiences and may be:

- Marana residents or business owners; or

- Appointees of Marana Regional Partners: the Marana Unified School District (MUSD), the Northwest Fire District (NWFD), the Marana Health Center (MHC), and the Marana Chamber of Commerce (these appointees may be Marana residents or business owners, but are not required to be); or
- Other experts from the greater Marana area

At least 51% of the membership of the Forum at any one time must be made up of Marana residents and business owners.

Quorum

A quorum shall consist of ten delegates.

Delegate Terms of Office

Each Marana Citizens' Forum delegate shall serve for six consecutive Forum sessions of approximately 12 weeks each, and is subject to reappointment as set forth herein.

Councilmember and Marana Regional Partner Delegate Appointment and Reappointment

Each Town of Marana Councilmember may appoint up to two delegates and each Marana Regional Partner may appoint one delegate to the Forum. These Councilmember and Regional Partner appointees do not require consideration and approval by the full Town Council. Councilmember and Regional Partner delegates can be reappointed for an indefinite number of consecutive terms. Councilmember and Regional Partner appointments can be made at any time there is a vacancy. If made during an active session, the appointment will become effective at the next scheduled session.

If a Councilmember or Regional Partner delegate resigns, is removed or declines reappointment, the Town will seek a new appointment from the Regional Partner or Councilmember that appointed the resigning/removed delegate.

If a Councilmember or a Regional Partner does not appoint a delegate or, when applicable, a replacement delegate, the Town may fill that spot through the at-large appointment process described below.

At-Large Delegate Appointment and Reappointment

To reach and maintain the optimal goal of 25 delegates, the Town may appoint delegates through an at-large appointment process open to the public. The Town will solicit applications that will be reviewed and vetted by the Town Manager and/or designated staff. The Town Manager or designee will then make at-large appointments to the Forum based on qualifications and interests of the applicants. At-large delegate appointments do not require consideration and approval by the Town Council. The Town Manager or designated staff may make at-large delegate appointments at any time as determined necessary to maintain the appropriate number and diversity of delegates as described herein.

Upon the expiration of an at-large delegate's term, the delegate may reapply to serve on the Forum under the at-large appointment process described in this section. The reappointment of an at-large delegate is not automatic; the delegate must re-apply and be selected as described in this section.

Removal of Delegates

Removal of Marana Citizens' Forum delegates shall be in accordance with Section 2-6-2(G) of the Marana Town Code, except for removal of delegates due to poor attendance at Forum meetings. Forum delegates who are absent without prior excuse from two or more meetings during a Forum session ~~shall~~ may be considered to have resigned and the Town shall not be required to take any further action to remove the delegate from the Forum membership.

Marana Citizens' Forum Process

Forum Sessions

Town staff will determine the number of Forum sessions that will take place in any given calendar year, but generally it will be three sessions per year. Each Forum session will encompass five meetings of the full membership as described herein and will take approximately 12 weeks to complete.

Topic Selection

Potential Forum session topics may be submitted by Forum delegates, Councilmembers, and Town staff. The Council will consider potential topics, and each Councilmember will be asked at a Council meeting to identify his or her top three preferences which will then be tallied to arrive at the top three topics. Town staff will prepare a brief background report for each of the three Council-approved topics to provide context for the topics, and the topics and

background reports will be presented to the Forum at the orientation meeting. A topic will be selected by a vote of the Forum. Topics not selected will be returned to the topic list, if applicable.

Phase 1: Orientation Meeting

During the Orientation Meeting, Forum delegates will be introduced or re-introduced to the Forum process. Additionally, Forum delegates will be provided with background information and written materials regarding the Town. Forum delegates will also be provided with expectations regarding attendance at Forum meetings and guidelines for meetings, and will be asked to sign a pledge committing to the Forum process.

Forum delegates will then be presented with the Council-approved potential session topics and background reports discussed above. Delegates will engage in full discussion of the potential topics and will then select one topic for the Forum session via a majority vote of the delegates present at the Orientation Meeting.

Phase 2: Naming the Issues

The Phase 2 meeting will consist of an introduction to the topic selected for the Forum session, followed by a high-level discussion identifying and naming the various issues associated with the topic.

At the end of this meeting, the Forum may request quantitative data regarding the agenda issues from Town of Marana staff. This data is meant to provide background and support for the delegates' decision-making and should be data that is readily accessible.

Phase 3: Data Presentation/Framing the Issues

In this phase, the full Forum will meet and Town staff will present any previously requested data. Staff will be available to answer questions from Forum delegates.

If the Forum delegates choose to do so, they may form subgroups to focus on a specific portion of the issues under discussion. These meetings would be independent from the Forum process meetings.

Once the data is presented, the Forum delegates shall finalize the issues for discussion and deliberation in Phase 4: Public Deliberation, described below, based on the direction previously provided in the background report. Town staff

will develop strong guiding questions to lead the Forum delegates through the Phase 4 discussion.

Phase 4: Public Deliberation

The Phase 4: Public Deliberation meeting will be facilitated by a trained facilitator and will be recorded by a trained scribe. The facilitator is vital to this process by keeping the Forum discussion on topic and encouraging participation and commitment in suggested projects. The scribe will summarize and synthesize the opinions of the Forum delegates on the issues at hand and create a consensus statement from these opinions.

Forum delegates will discuss the identified issues with the collected and presented data. The Marana Citizens' Forum is tasked with developing specific, detailed action plans to present to the Marana Town Council. The plans and projects that are discussed within this meeting should be feasible and aligned with the Town's Strategic Plan. Forum delegates are asked to commit to implement their chosen action plans.

The goal of the process is to reach consensus regarding the action plans and projects to be presented to the Town Council. Consensus does not mean unanimity in this context, but general agreement among the Forum delegates. Generally, consensus is reached when no one wants to add anything and no one objects strongly to the wording of the consensus statement drafted by the scribe and read back to the Forum delegates.

At the end of the meeting, a delegate will be selected to design and construct the presentation to Council as described below.

Phase 5: Construction

The delegate selected at the end of the Public Deliberation meeting will meet with the Forum administrators and other Town staff as necessary to design and construct the presentation to Council. The presentation will be based upon the consensus statement created in the Public Deliberation meeting as well as other relevant information and recommendations generated during the Forum session.

Phase 6: Review

The draft presentation to Council that was created in Phase 5 will be reviewed by the full Forum membership for edits, changes or additions.

Phase 7: Presentation

After Phase 6: Review, the Forum recommendations will be presented to Council for consideration during a regular Council meeting.

Phase 8: Review and Follow-up

After the presentation to the Council, Town staff will review the Forum recommendations and identify which recommendations require Council policy direction and decision, which are operational or administrative in nature, and those that may not be feasible due to financial, legal or other reasons. At the next Orientation Meeting, Town staff will advise the Forum what actions, if any, will be or have been taken to implement the Forum recommendations.

Ad Hoc Advisory Review Meetings

In addition to the formal Marana Citizens' Forum Process described above, from time to time the Town may utilize the Forum as an *ad hoc* advisory review committee for various Town issues and concerns. Town staff may convene the full Forum for a "lightning round" in which the Forum process will be condensed to one meeting for review, discussion and recommendations on the issue or issues as presented by Town staff.

Alternatively, Town staff may convene 5 to 7 Forum delegates, chosen by Town staff based on the delegates' backgrounds and knowledge base as well as their availability, to meet as many times as necessary to discuss an issue selected by the Council or the Town Manager, based on matters of immediate interest or significance, and render an advisory opinion and recommendations to the Council, Town Manager, and staff.

As with all meetings of the Forum, these *ad hoc* advisory review meetings shall be held in compliance with the Arizona open meeting law.



Council-Regular Meeting

C6

Meeting Date: 08/06/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-068: Relating to Personnel; establishing the Marana Health Care Benefits Trust for the Town's self-insurance program for health and dental insurance benefits as required by A.R.S. §11-981, and approving and authorizing the Mayor to execute the Trust Document (Jane Fairall)

Discussion:

At the Council's June 11, 2019 Study Session, Town staff gave a presentation regarding the Town's self-funded insurance program and the statutory requirement that the Town establish a trust fund for the program. A copy of the PowerPoint from that presentation is included within the agenda materials for the Council's information. Approval of this agenda item will establish the Marana Health Care Benefits Trust and approve the attached Trust Document.

In 2014, the Town of Marana moved from fully-funded health and dental insurance benefits to a self-funded program for those benefits. A.R.S. §11-981 requires any municipality with a self-funded program that is located in a county with a population of more than one million people to establish a trust fund for the self-insurance program. As Pima County has now moved past the one million mark in population, the Town is required to establish a trust fund.

At the June 11 meeting, staff presented a draft Trust Document and sought feedback from the Council regarding the document, specifically regarding section 3.02, which sets forth the number and identity of the Trustees for the trust. Based on feedback from the Council, staff has drafted section 3.02 to provide that there will be five Trustees, with no more than one Trustee being a Town employee, and no Trustees being a member of the Council. Other than those provisions, the Trust Document presented tonight for approval is the same as the document included in the June 11 Council materials.

Town staff will now advertise for Trustees and will bring the candidates to the Council for consideration at a future Council meeting.

Financial Impact:

The establishment of the trust fund for the Town's self-insurance program is not expected to have a substantive impact upon the Town's budget.

Staff Recommendation:

Staff recommends approval of the establishment of the Marana Health Benefits Trust and the Trust Document.

Suggested Motion:

I move to adopt Resolution No. 2019-068, establishing the Marana Health Care Benefits Trust for the Town's self-insurance program for health and dental insurance benefits as required by A.R.S. §11-981, and approving the Trust Document.

Attachments

Resolution No. 2019-068
Exhibit A - Trust Document
June 11, 2019 PowerPoint

MARANA RESOLUTION NO. 2019-068

RELATING TO PERSONNEL; ESTABLISHING THE MARANA HEALTH CARE BENEFITS TRUST FOR THE TOWN'S SELF-INSURANCE PROGRAM FOR HEALTH AND DENTAL INSURANCE BENEFITS AS REQUIRED BY A.R.S. §11-981, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TRUST DOCUMENT

WHEREAS the Town of Marana has established a self-insurance program for certain health and welfare benefits for certain of its employees, former employees, elected officials, and their beneficiaries; and

WHEREAS A.R.S. §11-981 requires that the funding for such self-insurance program be deposited in a trust; and

WHEREAS the Town intends the trust established by the attached Trust Document to satisfy the requirements A.R.S. §11-981; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Marana Health Care Benefits Trust is hereby established for the Town's self-insurance program for health and dental insurance benefits, the Trust Document, attached to and incorporated within 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 this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA HEALTH CARE BENEFITS TRUST

RECITALS

WHEREAS the Town of Marana, Arizona (“Marana”) currently provides certain welfare benefits for certain of its employees, former employees, elected officials, and their beneficiaries;

WHEREAS Arizona law permits Marana to establish a self-insurance program for the management and administration of health benefits;

WHEREAS Arizona law requires that the funding for such self-insurance program be deposited in a trust;

WHEREAS Marana has established such a self-insurance program;

WHEREAS Marana intends the trust established by this document (this “Trust Document”) to satisfy the requirements of Arizona Revised Statutes (A.R.S.) Section 11-981;

WHEREAS Marana intends the trust established by this Trust Document to be exempt from taxation pursuant to Section 115 of the Internal Revenue Code; and

WHEREAS Marana wishes trustees to hold and administer the Funds (defined below), in trust, pursuant to the terms of this Trust Document;

NOW, THEREFORE, in consideration of the foregoing Marana establishes the following Trust:

ARTICLE I DEFINITIONS

“Account” means the bank or investment account(s) established by the Trustees to hold some or all of the Funds.

“Beneficiary” means a person designated by a Participant who is or may become entitled to a benefit under the Plan.

“Code” means the Internal Revenue Code of 1986, as amended.

“Council” means the Marana Town Council.

“Employee” means an individual that Marana classifies and treats as an employee (not as an independent contractor) for payroll purposes, regardless of whether the individual is subsequently reclassified as an employee of Marana in a court order, in a settlement of an administrative or judicial proceeding, or in a determination by the Internal Revenue Service, the Department of the Treasury, or the Department of Labor.

“Finance Director” means the individual engaged by the Town Manager to select, manage, and invest Marana’s funds, subject to the investment guidelines established by the Council and Marana’s Finance Department.

“Funds” means the assets of the Trust, in whatever form or location.

“Governmental Trust” means a trust that is exempt from taxation pursuant to Section 115 of the Internal Revenue Code.

“Marana” means the Town of Marana, Arizona.

“Participant” means an Employee or Marana elected official who is eligible to participate and is participating in the Plan; for purposes of this definition, a former Employee who has elected continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 is a Participant.

“Plan” means the specified group insurance pursuant to which Marana provides self-insured health care benefits to Participants and Beneficiaries and shall include any amendments, endorsements, or riders attached to the insurance.

“Plan Administrator” means Marana’s Human Resources Director.

“Plan Year” means the fiscal year of the Plan.

“Premium Holiday” means a designated period of time in which the Trust waives the total premium (the amount established by the Trustees pursuant to Section 5.01(a)).

“Restricted Reserve” means the amount needed to pay Plan claims that are incurred but not reported, and also Plan claims that are incurred but not paid. The amount shall be as attested

to by an actuary who has been engaged to provide services to the Trust and as approved by the Trustees.

“Restricted-Plus-Six Reserve” means the Restricted Reserve plus an amount equal to six months of premium payments for the Plan.

“Trust” means the legal entity established pursuant to this Trust Document.

“Trustees” means the Trustees described in this Trust Document.

ARTICLE II ESTABLISHMENT OF TRUST

Section 2.01. Establishment. Marana hereby establishes the Trust, consisting of such monies as Marana may deposit from time to time in the Account; plus all other money or property as shall lawfully become a part of the Trust; plus all the earnings, income, gains, appreciation and all other increments of any nature from the foregoing; and less payments made pursuant to this Trust Document. The Trust shall become effective only upon the determination of Marana's Town Attorney that this document is in proper form and is within the power and authority of the Council, and upon the approval of the Council.

Section 2.02. Name. The Trust shall be known as the Marana Health Care Benefits Trust.

Section 2.03. Purpose.

(a) The Funds shall be held, invested, reinvested, and administered by the Trustees in accordance with the terms of the Plan and the terms of this Trust Document, solely in the interest of Participants and Beneficiaries and for the purpose of providing benefits to the Participants and their Beneficiaries and defraying the reasonable expenses of administering the Plan and the Trust.

(b) The purpose of the Trust is to fund health, welfare and related benefits, consistent with the restrictions contained in Code Section 115 and other applicable law, for the benefit of Participants and Beneficiaries, in accordance with the Plan.

(c) The successful operation and administration of the Trust requires communication and cooperation among the Trustees, the Council, Town Management, Town Staff, Employees, and other third parties. Decisions made by the Trustees regarding operation and administration of the Trust should take into account input from designated stakeholders.

ARTICLE III ORGANIZATION AND OPERATION OF TRUSTEES

Section 3.01. Appointment. The Council shall appoint individuals to serve as Trustees overseeing the management and administration of the Trust. The Council shall consider and may appoint any individual, provided that the number and identity of the appointed Trustees shall conform to the requirements of this Article. Each Trustee so appointed shall accept the appointment in writing and shall confirm in writing that the Trustee agrees to hold and administer the Funds, in trust, pursuant to the terms of this Trust Document.

Section 3.02. Number and Identity. There shall be five Trustees. No Trustee may be a member of the Council. No more than one Trustee may be an employee of Marana. No former member of the Council or former employee shall be a Trustee. With the exception of the employee Trustee, if any, a Trustee shall have expertise in the field of finance, employee benefits, health care, human resources, or risk management, and shall reside in Pima or Pinal County.

Section 3.03. Bonding. All Trustees shall be bonded in an amount to be approved by the Town Manager. This requirement may be satisfied by a blanket performance bond or other coverage provided by Marana.

Section 3.04. Officers. At the commencement of each Plan Year, the Trustees shall elect a Chairperson and a Secretary from among themselves. The Chairperson shall preside over the work of the Trustees pursuant to this Trust Document. The Secretary shall preside in the Chairperson's absence. The Secretary shall cause to be maintained accurate records of all actions of the Trustees, including minutes from all Trustees' meetings. A copy of the minutes shall be retained as a record of the Trust's activities.

Section 3.05. Term. Each Trustee shall serve a four-year term, unless a term is terminated earlier as described in this Article. Notwithstanding the foregoing, the initial terms for the first five Trustees shall be as follows: two Trustees to serve an initial term of two years; and three Trustees to serve an initial term of four years. The Council shall determine which of the first five Trustees shall serve the two-year and four-year terms.

Section 3.06. Termination. The term of any Trustee shall automatically terminate upon the earliest of the following: death; resignation; removal; failure to attend three consecutive meetings; or, for a Trustee who is an employee of Marana, the termination of such employment.

Section 3.07. Resignation of a Trustee. A Trustee may resign by giving 60 days' prior written notice to the Chairman. The Chairman may exercise discretion to waive or reduce the 60-day requirement, but shall not waive the written-notice requirement. The notice shall state the effective date of resignation. The resignation shall take effect on its stated effective date unless a new Trustee is appointed and accepts appointment prior to the stated effective date, in which case the date of acceptance shall constitute the effective date of the resignation. Upon the effective date of the resignation, the resigning Trustee shall be discharged from any further duty or responsibility under the Trust, and the resigning Trustee shall deliver to the Chairman (or to the Secretary, if the Chairman is resigning) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.08. Removal of a Trustee. A Trustee may be removed pursuant to Marana Town Code Section 2-6-2(G). Upon the effective date of the removal, the removed Trustee shall be discharged from any further duty or responsibility under the Trust, and the removed Trustee shall deliver to the Chairman (or to the Secretary, if the Chairman is being removed) any and all property in his or her possession or control which belongs to the Plan or Trust.

Section 3.09. Meetings. The Trustees shall meet whenever required to provide for the orderly and timely administration of the business of the Plan and the Trust at such location as may be acceptable to the Trustees, but no less than four times per Plan Year. In calling, providing notice of, and holding meetings, the Trustees shall conform to applicable law.

Section 3.10. Quorum. A quorum shall consist of three Trustees.

Section 3.11. Voting. Each Trustee shall have one vote. All actions by and decisions of the Trustees shall be the affirmative vote of a majority of the number of the Trustees attending a duly called meeting of the Trustees at which there is a quorum present.

Section 3.12. Exculpation and Indemnification of the Trustees.

(a) **Reliance.** A Trustee may act or rely upon any of the following:

(i) Any instrument, application, notice, request, signed letter, telegram or other paper or document believed by the Trustee to be genuine and to contain a true statement of facts and to be signed or sent by the proper person; or

(ii) The advice, opinion, records, reports or recommendations of any accountant, actuary, administrator, attorney, consultant, co-trustee, investment agent or investment manager or any other advisor selected by the Trustees with reasonable care.

(b) **Exculpation of Trustees.** No Trustee shall incur any liability individually or on behalf of other individuals for any action or omission, unless such action or omission is due to the Trustee's own gross negligence, criminal conduct, willful misconduct, or lack of good faith.

(c) **Indemnification of Trustees.** The Trustees shall cause any person who is or has served as a Trustee to be indemnified out of the Trust against all damages, liabilities and expenses incurred by or imposed on the person in connection with any claim, suit, action or proceeding concerning the Trust or the person's acts or omissions as a Trustee, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such acts or omissions constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith. Any indemnification provided herein shall be limited to amounts not collected pursuant to valid and enforceable liability insurance policies.

(d) **Indemnification of Others.** To the extent permitted by law, the Trustees, in their discretion, may also cause the Trust to indemnify any person who is rendering services to the Trust or Plan against all damages, liabilities and expenses incurred by or imposed upon such a person in connection with any claim, suit, action or proceeding concerning the Plan or Trust or the acts or omissions of such a person, including, without limitation, legal fees and amounts paid in any compromise or settlement, unless such act or omission constitutes gross negligence, criminal conduct, willful misconduct, or lack of good faith.

(e) **Limitation on Indemnification.** Notwithstanding the foregoing, no indemnification shall be provided unless and until:

(i) It is adjudicated that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith; or

(ii) The Trust receives a written opinion from legal counsel for the Trust that any such adjudication would have determined that the action or omission did not constitute gross negligence, criminal conduct, willful misconduct, or lack of good faith.

Section 3.13. Compensation of Individual Trustees. An individual Trustee shall not be paid any compensation or reimbursement from the Trust for services provided to the Trust.

Section 3.14. Conflicts of Interest. Each Trustee shall comply with applicable state and federal law concerning conflicts of interest.

Section 3.15. Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan, the Trust, or both to the extent such is permitted by law.

ARTICLE IV RESPONSIBILITIES AND POWERS OF THE TRUSTEES

Section 4.01. In General. The Trustees shall have the power to perform all acts, to take all proceedings, and to exercise all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer and manage the Trust so as to carry out the purposes of this Trust Document and the Plan. The Trustees shall discharge their responsibilities under this Trust Document:

(a) For exclusively governmental purposes, namely providing benefits to Participants and Beneficiaries and defraying the reasonable expenses of administering the Plan and Trust;

(b) With the care, skill, prudence, and diligence under the circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(c) By diversifying the investments of the Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so; and

(d) In accordance with the provisions of the Plan and this Trust Document.

Section 4.02. Discretionary Powers. The Trustees may without limitation do all of the following:

(a) Adopt policies, rules and procedures for the administration of the Trust; provided, however, that these policies, rules and procedures may not be inconsistent with the provisions of this Declaration of Trust or any applicable local, state, or federal law or regulations.

(b) Authorize the Plan Administrator or designee on behalf of the Trust 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. The Trustees may 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.

(c) Recommend modifications of the terms and conditions of this Trust document to the Council.

(d) Authorize the Plan Administrator or designee to administer the day-to-day affairs of this Trust.

Section 4.03. Statutory Requirements.

(a) **Risk Management Consultant or Insurance Administrator.** Prior to paying Plan expenses on a self-insured basis, the Trustees shall confirm that the Town Manager has designated a risk management consultant or insurance administrator licensed pursuant to Title 20, Chapter 2 of the Arizona Revised Statutes, and the Trustees shall further confirm that such license was verified by the Council prior to such designation.

(b) **Auditor.** Marana shall engage an external auditor to perform an annual audit of the Trust. Each audit report shall be kept on file for five years with the Town Clerk. The Trustees shall work and cooperate with such auditor.

(c) **Stop-Loss.** Prior to paying any Plan claims on a self-insured basis, the Trustees shall confirm that Marana has procured stop-loss insurance for the Trust from an insurer authorized to do business in Arizona.

Section 4.04. Management. The Trustees shall have the power to manage the Trust, including the acquisition and disposition of property that is in or part of the Trust, as follows:

(a) **General Authority.** The Trustees shall have exclusive authority and responsibility with respect to the custody and management of the Trust, except to the extent any such authority has been assigned elsewhere by this Trust Document or has been delegated by the Trustees pursuant to this Trust Document.

(b) **Separate Account.** The Trustees have the exclusive responsibility and authority to maintain the Funds in Trust. The Trustees shall maintain the Funds at a financial institution approved by Marana.

(c) **Contributions and Distributions.** The Trustees have the authority and responsibility to determine the required contributions to and appropriate distributions from the Trust, as more fully described in Article V.

(d) **Restricted Reserve.** The Trustees have the authority and responsibility 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.

(e) **Premium Holidays.** No Premium Holiday shall be permitted unless it is recommended by the Trustees. The use of Funds for a Premium Holiday is subject to the following limitations:

(i) **Premium Holiday.** The Trustees may determine that Funds in excess of the Restricted-Plus-Six Reserve be used to pay for a Premium Holiday. The Trustees shall not approve a Premium Holiday if the use of Funds for the Premium Holiday would cause the total Funds to fall below the level of the Restricted-Plus-Six Reserve.

(f) **Service Providers.**

(i) **For the Trust.** The Trustees have the authority to request that appropriate Marana staff provide services to the Trust. In addition, the Trustees have the authority to engage suitable third parties to provide services for the Trust. Such authority is exclusive to the Trustees, with the following exceptions: Marana has the authority to select and engage an external auditor for the Trust, and Marana has the authority to select and purchase stop-loss coverage for the Trust.

(ii) **For the Plan.** The Trustees do not have the authority to engage third parties to provide services for the Plan.

(iii) **Payment.** The Trustees have the authority to pay reasonable compensation and expenses for any parties engaged to provide services for the Trust as set forth above.

(iv) **Compliance.** All engagements and payments pursuant to this Section shall comply with applicable procurement laws, policies, and procedures.

(g) **Accounts, Books, and Records.** The Trustees have the authority and responsibility to keep full and accurate accounts, books, and records concerning the Fund. All such accounts, books, and records shall be open to inspection in accordance with applicable law.

(i) **Valuation.** The Trustees shall cause the Fund to be valued no less than annually and shall forward notice of such value to the Town Council and the Plan Administrator.

(ii) **Accounting.** Within a reasonable time after the end of each Plan Year, the Trustees shall provide the Plan Administrator an accounting of the administration of the Trust since the previous accounting. The accounting shall include all transactions of the Trust during the relevant period, as well as all property in the Trust and its fair market value at the end of the relevant period.

(h) **Legal.** The Trustees have the authority to prosecute or defend actions, claims, or proceedings necessary or advisable for the protection of the Trust.

Section 4.05. Investments. The Trustees will, through the Finance Director and in accordance with the reasonably prudent investment standard for Trustees, provide for the investment of Trust monies in a manner consistent with the provisions of Arizona Revised Statutes Title 35, Chapter 2, Article 2.1 regarding management of public monies.

Section 4.06. Responsibilities Not Assigned to the Trustees. The Trustees shall have no authority or responsibility for:

(a) Designing, adopting, amending, or terminating the Plan;

(b) Ensuring that the Plan complies with state or federal laws mandating the terms of the Plan;

(c) Determining what portion of Plan premiums should be paid by Participants and Beneficiaries;

(d) Collecting premiums from Participants or Beneficiaries.

Authority and responsibility for the foregoing items in this Section are assigned to Marana, which may delegate this authority and responsibility to a third party.

ARTICLE V CONTRIBUTIONS TO AND DISTRIBUTIONS FROM THE TRUST

Section 5.01. Contributions

(a) **Premiums.**

(i) **Amount.** 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. In determining the total premium, the Trustees shall consider all reasonable factors, including but not limited to the amount of reserves in the Trust, the claims experience of the Plan and Trust, market conditions, and 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 Trustees may recommend Premium Holidays subject to Section 4.04(e).

(ii) **Administration.** At its discretion, the Trustees may establish a contribution schedule, adopting a funding policy, or using any similar mechanism to arrange for the orderly contribution of funds to the Trust. Marana shall forward the premiums to the Trust no less frequently than monthly, in accordance with the arrangement adopted by the Trustees. Upon the Trustees' knowledge that Marana is delinquent in its contributions, the Trustees shall promptly provide written notice of the delinquency to the Council, the Town Manager, and the Town Attorney.

(iii) **Payment By Participants and Beneficiaries.** Marana may determine that a portion of the premium should be paid by Participants and Beneficiaries. In such event, Marana shall be responsible for collecting such portion from Participants and Beneficiaries and forwarding those monies to the Trust for deposit. If a Participant or Beneficiary fails to pay the appropriate portion of his or her premium, Marana shall ensure that the total premium shall nevertheless be paid to the Trust. Marana shall be responsible for recovering delinquent amounts from Participants or Beneficiaries.

(b) **Other Funding.** The Trustees may permit the Trust to receive additional funding, including but not limited to any one or more of the following: interest, dividends, rebates, gifts, grants, special taxes levied to satisfy judgments, recovery from insurers, subrogation, or reimbursement.

Section 5.02. Distributions. Distributions from the Trust may be made for any of the following:

(a) Paying for or providing benefits to Participants or Beneficiaries, in accordance with the terms, provisions and conditions of the Plan, as determined and directed by the Plan Administrator.

(b) Paying all reasonable expenses of operating, administering, or managing the Plan or Trust, including but not limited to:

(i) Where third parties are engaged to provides services to the Plan or Trust, as described above, compensating such third parties;

(ii) Where Marana employees render services to the Trust or Plan, compensating Marana for such services;

(iii) Where taxes or assessments are levied or imposed upon the Trust or the Plan, paying such taxes or assessments.

(c) Upon termination, pursuant to Section 6.03.

Section 5.03. No Inurement to Private Interests. Except as specified in Section 5.02, at no time shall any part of the principal or income of the Trust inure to the benefit of a private individual or entity.

ARTICLE VI AMENDMENT AND TERMINATION

Section 6.01. Amendment of Trust. This Trust Document may be amended in writing at any time by the Council. The Trustees may recommend amendments to the Council. Notwithstanding the foregoing, no amendment shall be adopted which alters the basic purpose of the Trust, causes the Trust to lose its status as a Governmental Trust, conflicts with any applicable law or government regulation, causes the use or diversion of any part of the Trust for purposes other than those authorized herein, or retroactively deprives anyone of a vested right or interest.

Section 6.02. Termination of Trust. The Trust shall continue until terminated by the Council in writing. The Council shall supply a copy of the writing to all the Trustees and to the Plan Administrator.

Section 6.03. Distribution Upon Termination.

(a) Upon termination of the Trust, the Trustees shall use the Funds to pay or to provide for the payment of any and all obligations of the Trust and the Plan, and the Trustees shall distribute and allocate the Funds in accordance with the then-current provisions of the Trust and the Plan; provided that, notwithstanding any Plan provision to the contrary, the Funds shall be allocated and distributed in the priorities and according to the categories required by applicable law.

(b) Upon termination of the Trust, after all obligations of the Trust and Plan have been satisfied, any remaining Funds shall revert and be distributed to Marana's general fund.

Section 6.04. Amendment and Termination of Plan. Nothing in this Trust Document shall affect Marana's ability to amend or terminate the Plan.

ARTICLE VII GENERAL PROVISIONS

Section 7.01. No Right, Title, or Interest. No Employer, Employee, Participant, or Beneficiary shall have any right, title or interest in the Trust or any right to contributions to be made thereto, or any claim against the Trust on account thereof, except as may be provided from time to time by this Trust Document or the Plan, and then only to the extent of the benefits payable to such person under the Plan.

Section 7.02. Nonalienation of Benefits. The Trust shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse, former spouse or any relative, until such payment has been actually received by the person entitled to it. Any attempt to anticipate, alienate, settle, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. The Trust shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

Section 7.03. Prohibition of Diversion.

(a) It shall be impossible by operation of the Trust or by its natural termination, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust or any funds contributed thereto to be used for or diverted to purposes other than as described herein.

(b) Notwithstanding the foregoing, a contribution made by Marana as the result of a mistake may be returned to Marana if the Trustee so directs, provided that the repayment is not prohibited by applicable law.

Section 7.04. Incompetency. If it is determined that any person entitled to receive benefits is unable to care for his or her affairs because of mental or physical incapacity, the benefits due such person may be paid to his or her legal guardian or conservator, or to any relative by blood or by marriage to be used and applied for the benefit of such person. Payment to such legal representative or relative of the person on whose account benefits are payable shall operate to discharge the payor from any liability to such person or to anyone representing him or her (or his or her interest), and the Trustees shall have no duty or obligation to see that the funds are used or applied for the benefit of such person.

Section 7.05. Notice and Delivery of Documents. Any notice required to be given under this Trust Document may be given in person or by first-class mail. When notice is given by mail, it shall be deemed to have been given as of the date of posting to the last-known address of the addressee available from the Trust records.

Section 7.06. Headings. Titles of articles and headings of sections and subsections are inserted for convenience of reference. They constitute no part of this Trust Document and are not to be considered in the construction hereof.

Section 7.07. Construction. This Trust Document is created and accepted in the State of Arizona. All questions pertaining to its validity or construction not otherwise preempted by federal law shall be determined in accordance with the laws of the State of Arizona. If any provision contained in this Trust Document or in any collective bargaining agreement pursuant to which this Trust Document is created should be held unlawful, such provision shall be of no force and effect and this Trust Document or any such collective bargaining agreement shall be treated as if such provision had not been contained therein.

IN WITNESS HEREOF, the Town of Marana hereby establishes the Marana Healthcare Benefits Trust.

DATED this 6th day of August 2019

TOWN OF MARANA, ARIZONA
A Municipal Corporation

Ed Honea, Mayor

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM

Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Ed Honea, the Mayor of the TOWN OF MARANA, ARIZONA, a municipal corporation, on its behalf.

(Seal)

Notary Public



Health Benefits Trust

Curry C. Hale, Human Resources Director
Jane Fairall, Deputy Town Attorney

- 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

- 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

	Employees	Premium Paid ⁽¹⁾	Medical Paid Claims ⁽²⁾	Rx Paid Claims	Stop Loss	Total Net Paid Claims	Fixed Costs ⁽³⁾	Estimated Gain / (Loss)	Total Loss Ratio
18-19 Net Avg PEPM	326	\$1,030.65	\$1,058.93	\$210.64	(\$496.44)	\$773.14	\$164.21	\$93.30	90.9%
17-18 Net Avg PEPM	309	\$1,037.25	\$647.85	\$309.51	(\$36.50)	\$920.87	\$172.11	(\$55.73)	105.4%
16-17 Net Avg PEPM	316	\$1,000.77	\$509.27	\$256.88	(\$14.03)	\$752.12	\$172.41	\$76.24	92.4%
15-16 Net Avg PEPM	317	\$942.34	\$587.29	\$200.90	(\$28.17)	\$760.01	\$162.04	\$20.28	97.8%
14-15 Net Avg PEPM	305	\$958.06	\$499.05	\$146.65	\$0.00	\$645.71	\$153.08	\$159.28	83.4%

- 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

	Employees	Premium Funding	Paid Claims	Fixed Costs	Total Cost	Estimated Gain / (Loss)	Total Loss Ratio
18-19 Net Avg PEPM	331	\$78.64	\$65.52	\$4.85	\$70.37	\$8.36	89.5%
17-18 Net Avg PEPM	299	\$80.24	\$61.72	\$4.85	\$66.57	\$13.67	83.0%
16-17 Net Avg PEPM	299	\$80.24	\$64.21	\$4.69	\$68.90	\$11.34	85.9%
15-16 Net Avg PEPM	282	\$82.91	\$58.38	\$4.79	\$63.18	\$19.74	76.2%
14-15 Net Avg PEPM	264	\$78.08	\$61.62	\$4.60	\$66.22	\$11.86	84.8%
13-14 Net Avg PEPM	255	\$77.94	\$52.86	\$4.58	\$57.44	\$20.50	73.7%
12-13 Net Avg PEPM	239	\$76.89	\$56.90	\$4.29	\$61.19	\$15.70	79.6%
11-12 Net Avg PEPM	223	\$75.77	\$56.06	\$4.33	\$60.38	\$15.38	79.7%
10-11 Net Avg PEPM	214	\$64.90	\$61.99	\$4.44	\$66.43	(\$1.52)	102.3%

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

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

- 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
 - Appoint at least 5 joint trustees to administer the trust
 - Bond the trustees

Statutory Requirements (Continued)

- The Town shall:
 - 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 Provisions

- 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 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

- 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

Management of Trust (continued)

- 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

Management of Trust (continued)

- 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

- 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

Contributions (continued)

- 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



Health Benefits Trust

Feedback and Questions



Council-Regular Meeting

C7

Meeting Date: 08/06/2019

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-069: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC) (Libby Shelton)

Discussion:

The Town of Marana has for several years sent police officer recruits to the Southern Arizona Law Enforcement Training Center (SALETC) for a Basic Training Program. This Basic Training Program fulfills requirements mandated by Arizona statutes that police officers must successfully complete the prescribed coursework and demonstrate the minimum proficiencies required by Arizona Peace Officer Standards and Training Board (AZPOST). The SALETC Basic Training Program includes 585 hours AZPOST curriculum as well as 295 hours of additional training for a total of 880 hours, or 22 weeks. Upon successful completion of the Basic Training Program, recruits will receive certification as an AZPOST Peace Officer.

This proposed three year agreement provides that the City of Tucson will provide basic training for police officer recruits at SALETC and the Town of Marana will help offset the cost of training through payment of \$15,000 per recruit enrolled in the Basic Training Program or by providing a counselor in lieu of payment. The Town of Marana intends to only use the latter option to provide a counselor in lieu of payment. As such, we do not anticipate any financial impact related to this agreement.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-069 authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC).

Suggested Motion:

I move to adopt Resolution No. 2019-069 approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center.

Attachments

Resolution No. 2019-069
IGA with City of Tucson

MARANA RESOLUTION NO. 2019-069

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF MARANA AND THE CITY OF TUCSON FOR USE OF THE SOUTHERN ARIZONA LAW ENFORCEMENT TRAINING CENTER (SALETC)

WHEREAS the Town of Marana Police Department is committed to training its police officer recruits to have the qualifications, skills, and proficiency to provide unparalleled service and unwavering protection to ensure the safety and security of every person who lives in or visits Marana; and

WHEREAS Arizona statutes require that appointed police officers must successfully complete the prescribed coursework and demonstrate the minimum proficiencies as established by the Arizona Peace Officer Standards and Training Board (AZPOST) prior to performing the duties of a police officer; and

WHEREAS the City of Tucson provides a Basic Training Program that fulfills AZPOST requirements to police officer recruits assigned for training at SALETC; and

WHEREAS the Mayor and Council find that the Marana Police Department's participation in the Basic Training Program at SALETC 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, AS FOLLOWS:

SECTION 1. The Town Council hereby approves the intergovernmental agreement by and between the Town of Marana and the City of Tucson, attached to and incorporated by this reference in this Resolution as Exhibit A, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

THE CITY OF TUCSON
SOUTHERN ARIZONA LAW ENFORCEMENT TRAINING CENTER (SALETC)
Peace Officer Educational Services & Facilities Use Agreement

WHEREAS, the City of Tucson (hereinafter referred to as "CITY") and Town of Marana (hereinafter referred to "USER") desire to enter into this agreement on behalf of their respective operations; and

WHEREAS, the success of law enforcement agencies in providing effective public service depends not only upon the overall performance, but to a great extent depends on the qualifications, skills and proficiency of those peace officers appointed by each jurisdiction; and

WHEREAS, Arizona statutes require that appointed police officers must successfully complete the prescribed coursework and demonstrate the minimum proficiencies as established by the AZ POST. Prior to performing the duties of a peace officer; and

WHEREAS, the law enforcement community recognizes the necessity to provide exceptional and continuous training for all agencies within the State of Arizona; and

WHEREAS, the undersigned members of the Arizona law enforcement community recognize the need for additional collaborative partnerships to ensure a responsive and consistent training environment for their peace officers;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms for the use of the Southern Arizona Law Enforcement Training Center (SALETC). The CITY will provide basic training for peace officer recruits assigned for training at SALETC, for which the USER will help offset the cost of training through payment or by providing a counselor in lieu of payment.

II. AUTHORITY

The CITY is empowered by the Tucson Charter, Chapter X, section 7 to maintain a police department for the purposes stated therein and by Chapter IV to contract for the purposes stated therein, and authorized to enter into this agreement by virtue of the Charter of the City of Tucson, and by approval of the Tucson Mayor and Council.

The USER is empowered by their perspective jurisdiction to maintain a police department for the purposes authorized by Local, State, Tribal, or Federal authority. By signing this agreement, the USER confirms the signees are authorized to enter into this agreement by virtue of the USER's governmental authority.

All parties are authorized to enter this agreement by virtue of A.R.S. § 11-951 et seq., which provides for intergovernmental agreements and contracts between public agencies.

III. THE CITY'S RESPONSIBILITIES

The CITY agrees to allow law enforcement agencies within the state of Arizona to send recruits to attend the Basic Training Program at SALETC, provided that those agencies enter into a contract with the CITY that allows, among other things, the CITY to recover costs associated with training recruits from outside agencies. The CITY reserves the right to run an independent Basic Peace Officer Training Course side-by-side with the regional academy at the same facility. This agreement is non-exclusive, the CITY may allow several agencies to participate in the same academy.

The CITY agrees to provide the Arizona Peace Officer Standards and Training Board (AZPOST) approved Basic Peace Officer Training Course at the Tucson Public Safety Academy located at 10001 South Wilmot Road. The SALETC Basic Training Program includes the 585 hours AZPOST curriculum as well as 295 hours of additional training for a total of 880 hours, or 22 weeks. Upon successful completion of the basic training program, recruits will receive certification as an AZPOST Peace Officer.

The CITY agrees to provide the housing (housing is limited and may not always be available) through SALETC to those recruits and or counselors who qualify per AZPOST rules and whose host agency and residence is greater than 50 miles from the training facility. Housing will be the dorm facility onsite at the Tucson Public Safety Academy. The dorm facility has a full kitchen and laundry facilities. No food will be provided to resident recruits or counselors.

Nothing in this agreement precludes the City from receiving funds allocated by the AZ POST in accordance with A.R.S. § 41-1828 or 13 A.C.C. R13-4-117.

IV. THE USER'S RESPONSIBILITIES

The USER agrees to pay the CITY \$15,000.00 per recruit enrolled in the Basic Training Program at SALETC. The amount paid by the USER is intended to recover a portion of operational expenses incurred by the CITY. The funds will be placed into a restricted account to be utilized by the CITY solely for the Basic Training Program.

The USER shall provide the entire amount prior to the start of the academy. If the amount is not paid in full, the recruit will not be allowed to start the program. If a recruit is removed from or is unable to complete the program, the USER will be reimbursed at a prorated rate based on the number of days remaining in the program.

The CITY may allow the USER to provide a class counselor in lieu of payment. When the USER provides a full-time class counselor for the duration of the 22-week academy, the USER will be allowed to enroll recruits at no cost only for the academy in which the counselor is

utilized. Any modification requires approval from the Chief of Police. The counselor provided by the USER shall comply with all the standards of conduct required by counselors employed by the CITY. SALETC has the sole discretion as to acceptance, denial, or removal of any class counselor.

V. DURATION

This agreement shall take effect when approved by all parties. This agreement shall remain effective for a period of three years from the date approved, unless terminated in accordance with the terms of this agreement. Termination may be unilaterally completed by either party to this agreement via written notice. Termination will occur 30-days after the receipt of written notice.

VI. PERSONNEL

The parties recognize the CITY has an established chain of command at SALETC and that the Basic Training Commander will report to the Tucson Police Division Captain that has overall responsibility for SALETC.

Notwithstanding any such exercise of direction or control by any other party, the employees of each party participating in the program contemplated hereby shall be and remain in the employ of such party only, and no party hereto shall have responsibility or liability for any employee of another party or for the acts, actions or omissions of any such employee, except as may be otherwise expressly provided herein, or by law.

The parties agree that no person supplied by the USER, in the performance of their obligations under this agreement is an employee of the City and that no rights under Tucson civil service, retirement or personnel rules, accrue to such persons.

The parties agree that no person supplied by the CITY in the performance of its obligation under this agreement, is an employee of the USER.

VII. INDEMNIFICATION

USER shall indemnify, defend and hold harmless the CITY and its officers, agents, contractors, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss of or damage to tangible or intangible property the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful act or omissions of USER or any of its officers, directors, agents, employees, invitees or contractors, arising out of or related to USER's occupancy and use of the facility. It is the specific intention of the parties that the CITY shall, in all instances, except for claims arising from acts or omissions of the CITY, be indemnified by USER from and against any and all claims arising out of USER's occupancy and use of the facility. It is agreed that USER will be responsible for

primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration for the use and occupancy of the facility, USER agrees to waive all rights of subrogation against the CITY and its officers, officials, agents and employees for losses arising from the use of the facility unless the rights arise due to the negligent or will acts or omissions of the CITY.

VIII. INSURANCE

Each party represents that it shall maintain for the duration of this agreement, policies of comprehensive general liability insurance covering all of its operations undertaken in implementing this agreement. USER's insurance coverage must be primary insurance and non-contributory with respect to all other available sources. Insurance certificates must meet the following conditions: (a) provide at least two million dollars combined single limit per occurrence of comprehensive general liability insurance from an insurance company with a Standard & Poor's rating of at least "BB"; (b) if an Aggregate Policy, the combined limit must be at least four million dollars; (c) name the CITY of Tucson as additional insured by endorsement; and (d) specify the dates inclusive of the use requested.

IX. WORKERS COMPENSATION

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

X. PERSONAL PROPERTY

CITY assumes no responsibility whatsoever for any property placed by USER at the SALETC facility. USER expressly releases and discharges the CITY from any and all liabilities for any loss, injury or damages to USER's property which may or do arise out of or may be related to the use of the SALETC facility under this agreement. Further, the CITY assumes no responsibility for personal items, equipment or other items that remain at the SALETC facility.

XI. NON-DISCRIMINATION

The parties shall not discriminate against any employee applicant for employment, client or any other individual in any way involved with the parties, because of race, age, creed, color, religion, sex, disability or national origin or sexual orientation in the course of carrying out duties pursuant to this agreement in violation of Federal Executive Order 11246, State Executive Order No. 99-4 and A.R.S. §41.1461 et. seq. which are incorporated into this agreement by reference as if set forth in full.

XII. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT

The parties shall comply with all applicable provisions of the Americans with Disabilities Act and all applicable federal regulations under the Act.

XIII. NOTICES

Any notice required or permitted to be under this agreement shall be in writing and provided to the other party as outlined herein. Notice is considered received upon date of delivery.

If to USER:

Terry Rozema (Name)
Chief of Police (Title)
Marana Police Dept. (Address)
155 S.W. Civic Center Dr. Marana, AZ
85053

If to Tucson:

Chief of Police
Tucson Police Dept.
270 S. Stone Ave.
Tucson, AZ 85701

or to such other address or designee as each party shall so notify the others.

XIV. ASSIGNMENT

USER may not assign or transfer the authorized use under this agreement without the written consent of the CITY.

XV. JURISDICTION

Nothing in this agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the signing parties hereto. The laws of the State of Arizona shall govern the rights of the parties, the performance of this agreement and any disputes hereunder. Any action related to this agreement shall be brought in an Arizona court of competent jurisdiction.

XVI. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties. The parties further agree that no oral statement or representations of any kind have been made upon which either party may rely. This provision does not limit the CITY from imposing any reasonable additional rules or regulations that may be necessary for the implementation of this agreement or that would be in the best interests of the operation of SALETC.

XVII. SEVERABILITY

If any provision of the agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

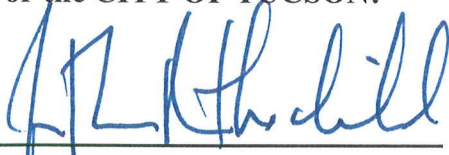
XVIII. EMPLOYMENT AND ORGANIZATION DISCLAIMER

This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

XIX. AUTHORITY

The individual signing below on behalf of the USER certifies that the individual is authorized to enter into this agreement and to bind the USER to all of its terms and conditions.

For the CITY OF TUCSON:



Mayor, City of Tucson
Jonathan Rothschild

June 18, 2019

Date



City Attorney, City of Tucson

6/3/19
Date



Tucson City Clerk
Roger W. Randolph

June 18, 2019
Date

For the USER:

Print Name: _____

Title: _____

Print Name: _____

Title: _____

(Second signature if required by USER)

Date

Date

END OF AGREEMENT



Council-Regular Meeting

C8

Meeting Date: 08/06/2019

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: August 6, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-070: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS contract number 2019-405c-005 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for the AzTraCS Implementation Program; and authorizing the transfer of necessary budget authority to cover grant related expenditures (Kristin Taft)

Discussion:

Arizona Department of Transportation (ADOT) has implemented a computer program called Traffic and Criminal Software (TraCS) which is an electronic citation and collision program used nationwide. With assistance from GOHS to purchase the necessary hardware, Marana Police Department (MPD) will be able to participate in the program through ADOT and implement this new technology.

The current acceptable methods of completing a collision report are by handwriting or using fillable computerized forms. Both methods are time-consuming and allow the possibility of input error. Each collision report currently requires an average 60 minutes for an officer to complete. In addition to officers' time, MPD records clerks spend an average of 2 hours per week preparing collision reports for submission to ADOT. Current methods of collision reporting can also impact officer safety as they are typically completed roadside where officers have a higher likelihood of being involved in a secondary traffic accident/collision.

The AzTraCS program provides the ability for officers to scan a driver license and vehicle registration instead of transcribing information. Less manual input required on behalf of the officer improves data accuracy and data legibility. AzTraCS reduces collision reporting time by an estimated 75% which, in turn, reduces the amount of time

motorists and officers spend on the side of the roadway. AzTraCS has the ability to create and use any department specific forms and is compatible with the department's current version of Spillman to allow automated input. AzTraCS automatically generates a PDF file upon completion which is then submitted electronically, eliminating USPS service expenses and reducing man-hours needed by records clerks. Through hardware and software implementation, MPD will improve officer safety, increase data accuracy, and create efficiency.

The grant from GOHS provides \$35,480 from federal 405c funds to purchase the required materials and supplies (60 printer and accessories) for AzTraCS implementation. The Town is not required to provide match funding under this award.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$35,480.00

Funding for this grant will be transferred from unallocated grant contributions 21500000-7170 into a project number specific for the grant. The project number will be created once the grant is accepted.

Staff Recommendation:

Staff recommends approval of Grant Agreement 2019-405c-005 with the Governor's Office of Highway Safety (GOHS) to receive funds for the purchase of AzTraCS required equipment/materials and to transfer necessary budget authority to cover grant related expenditures.

Suggested Motion:

I move to adopt Resolution No. 2019-070; approving and authorizing the Chief of Police and the Town Manager to execute a grant agreement with the Governor's Office of Highway Safety (GOHS) to receive funding under Grant Contract Number 2019-405c-005 and to transfer necessary budget authority to cover grant related expenditures.

Attachments

Resolution No. 2019-070
Grant Agreement

MARANA RESOLUTION NO. 2019-070

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE AND THE TOWN MANAGER TO EXECUTE GOHS CONTRACT NUMBER 2019-405C-005 BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) AND THE TOWN OF MARANA FOR GRANT FUNDING FOR THE AZTRACS IMPLEMENTATION PROGRAM; AND AUTHORIZING THE TRANSFER OF NECESSARY BUDGET AUTHORITY TO COVER GRANT RELATED EXPENDITURES

WHEREAS the State of Arizona, by and through the Governor's Office of Highway Safety (GOHS) sought proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS the Town of Marana recognizes its duty to protect its citizens through effective police powers; and

WHEREAS GOHS has awarded grant funding to the Marana Police Department for implementation of the AzTraCS Program; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a grant agreement with GOHS to be eligible to receive the awarded grant funds.

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

SECTION 1. The grant agreement between the Town of Marana and the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Chief of Police and the Town Manager are hereby authorized and directed to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the grant agreement, including, without limitation, the transfer of necessary budget authority to cover grant related expenditures.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Terry Rozema
Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653

PROJECT REFERENCE:

Contract Number: 2019-405c-005

Total Estimated Costs: \$35,480.00

Purpose of Project: AZ TraCS Implementation Project

Dear Chief Rozema:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 21);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Jamsheed Mehta, Town Manager, Town of Marana, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

7-10-19
Date

Enclosures
AG

1700 WEST WASHINGTON STREET, EXECUTIVE TOWER, SUITE 430, PHOENIX, ARIZONA 85007
TELEPHONE (602) 255-3216 | TOLL FREE (877) 355-3216 | FAX (602) 255-1265
WWW.AZGOHS.GOV

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A3751930000405cAZ0		Assistance Listings: 20.616
1. APPLICANT AGENCY Marana Police Department	GOHS CONTRACT NUMBER: 2019-405c-005	
ADDRESS 11555 W. Civic Center Drive, Marana, AZ 85653	PROGRAM AREA: 405c	
2. GOVERNMENTAL UNIT Town of Marana	AGENCY CONTACT: Kristin Taft	
ADDRESS 11555 W. Civic Center Drive, Marana, AZ 85653	3. PROJECT TITLE: AZ TraCS Implementation Project Materials and Supplies	
4. GUIDELINES: 405c		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405c funds will support Materials and Supplies: Sixty (60) printers and accessories for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the Town of Marana.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2019	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$35,480.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$35,480.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2019
CURRENT GRANT PERIOD	FROM: 10-01-2018	TO: 09-30-2019
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$35,480.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Organization Size: 93 sworn officers

Total Population in city/town or county served: 47,007

Agency Problem/Attempts to Solve Problem:

Marana PD (MPD) collision reports currently require an average 60 minutes for an officer to complete. They must either handwrite or use a fillable computerized form. Both methods are time consuming and allow the possibility of error. With the department's current methods for collision reporting, officers spend extra time ensuring report accuracy, manually drawing diagrams, and occasionally return to the police station to complete reports.

In addition to officer's time, MPD record clerks spend an average of 2 hours per week preparing collision reports for submission to ADOT. The clerk scans the forms into an electronic file for the local server and submits the original paper copies to ADOT via the U.S. Postal Service. If any errors exist in the form, it is mailed back from ADOT to MPD, corrected, and then the process is repeated. This current collision reporting process is time consuming and inefficient.

Furthermore, the current methods of collision reporting have an impact on officer safety. Statistics show that up to 50% of officers injured or killed are due to secondary traffic accidents/collisions. When officers are completing handwritten reports, their focus is on the report rather than their surroundings. Reducing reporting time allows the officer to focus attention on their surroundings or move on to additional patrolling.

Agency Funding:

Federal 405c funds will support Materials and Supplies: Sixty (60) printers and accessories for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

The AZ TraCS system addresses these issues a number of ways:

- Allows officers scan a driver license and vehicle registration instead of transcribing information. Less manual input required improves data accuracy and data legibility.
- Reduces collision reporting time by an estimated 75%, reducing the amount of time motorists and officers spend on the side of the roadway.
- Includes a built-in control algorithm to help eliminate input errors and create additional efficiencies.
- Allows the agency to create and use any department specific forms including e-Citation, e-Crash, and e-Warning. AZ TraCS is compatible with the departments' current version of Spillman to allow automated input.
- Automatically generates an electronic file upon completion, which is then submitted electronically to ADOT, eliminating USPS costs. This also reduces overall person-hours needed by record clerks and improves workflow.

PROJECT MEASURES:

- This project is to purchase printers for 60 police vehicles as part of the AZ TraCS Implementation Project.
- The project will be measured through the continued use of the software and equipment to successfully increase the timeliness of electronic citations and crash reporting. Reduce man-hours spent by MPD Records Clerk specific to traffic collision reports by 25%
- The current manual system is time consuming and inefficient. Reduce the physical paperwork volume for traffic incident reports sent to ADOT by 25%

GOALS/OBJECTIVES:

Federal 405c funds will support Materials and Supplies: Sixty (60) printers and accessories for AZ TraCS Implementation Project to enhance Traffic Records Enforcement throughout the Town of Marana.

Expenditures of funding pertaining to the TR/Traffic Records Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Traffic Records Program goals provided by the Arizona Governor's Office of Highway Safety. The Traffic Records Program goal is to enhance and improve the collection and analysis of statistical data related to traffic safety throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Traffic Records in terms of money, criminal, and human consequences.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Materials and Supplies - To purchase/procure the following Materials and Supplies for Traffic Records Enforcement Activities: Sixty (60) printers and accessories for AZ TraCS Implementation Project

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Marana Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2018)	January 30, 2019
2nd Quarterly Report and RCI (January 1 to March 31, 2019)	April 20, 2019
3rd Quarterly Report and RCI (April 1 to June 30, 2019)	July 20, 2019
4th Quarterly Report and RCI (July 1 to September 30, 2019)	October 15, 2019
Final Statement of Accomplishments	October 15, 2019

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Police Chief, Marana Police Department, shall serve as Project Director.

Kristin Taft, Grants Manager, Marana Police Department, shall serve as Project Administrator.

Chris Held, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies 60 printers and accessories for AZ TraCS Implementation Project	\$35,480.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$35,480.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of \$35,480.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS**1. Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)_____
(Address)_____
(City, State, Zip Code)**4. DUNS Number:**_____
(DUNS #)_____
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Terry Rozema, Police Chief
Marana Police Department

***Signature of Authorized Official of
Governmental Unit:***

Jamsheed Mehta, Town Manager
Town of Marana

Date

Telephone

Date

Telephone



Council-Regular Meeting

C9

Meeting Date: 08/06/2019

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: August 6, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Community: Principle Statement 1: We will maintain a safe and well managed community.

Subject: Resolution No. 2019-071: Relating to Police Department; approving and authorizing the Chief of Police to execute a Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2020 (Kristin Taft)

Discussion:

For several years, the Town of Marana Police Department has participated with the United States Department of Justice and the Drug Enforcement Administration (DEA) on the DEA Tucson Task Force. These activities help improve the effectiveness and efficiency of drug control efforts.

The DEA Tucson Task Force will: (a) disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations; (b) gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and, (c) conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

Under this agreement the Town agrees to provide an officer to the task force for a period of not less than two years. The salary and benefits of the officer are paid for by the Town and any overtime worked by the officer is reimbursable by DEA up to a maximum of \$18,649 per year. The proposed agreement outlines the procedures for operation for Task Force activities and the funding policies and procedures in more detail.

Financial Impact:

Fiscal Year: 20
Budgeted Y/N: Y
Amount: \$18,649

The cost of this grant has been contemplated and placed in the current budget. The officer's salary and benefits will be paid out of the general fund and overtime will be reimbursable by DEA under this agreement.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-071, approving and authorizing the Chief of Police to execute the Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2020.

Attachments

Resolution No. 2019-071
Grant Agreement
DOJ - OJP

MARANA RESOLUTION NO. 2019-071

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A TASK FORCE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE MARANA POLICE DEPARTMENT FOR FISCAL YEAR 2020

WHEREAS evidence has shown that trafficking in narcotics and dangerous drugs exists in the Pima County area; and

WHEREAS the United States Department of Justice, Drug Enforcement Administration (DEA) has established a DEA Tucson Task Force whose mission is to investigate, prosecute and disrupt illicit drug trafficking in the State of Arizona; and

WHEREAS the Town of Marana, through its Police Department, and the DEA desire to renew an agreement providing for the Marana Police Department's continued participation in the DEA Tucson Task Force; 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 task force agreement.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the task force agreement between the DEA and the Marana Police Department for Fiscal Year 2020, attached to and incorporated within this resolution as Exhibit A, and authorizing the Chief of Police 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 task force agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
MARANA POLICE DEPARTMENT
ORI# AZ0100900**

This agreement is made this 1st day of October, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Marana Police Department, (hereinafter "MPD") The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Tucson Task Force, the MPD agrees to detail one (1) experienced Officer to the DEA Task Force for a period of not less than two years. During this period of assignment, the MPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The MPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The MPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Tucson Task Force, DEA will assign seven (7) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and MPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Tucson Task Force, the MPD will remain responsible for establishing the salary and benefits, including overtime, of the MPD Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the MPD for overtime payments made by it to the MPD Officer assigned to the DEA Tucson Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$18,649), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the MPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The MPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The MPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The MPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The MPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The MPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The MPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the MPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the MPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2020. This agreement may be terminated by either party on 30 days advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by MPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date: _____

For Marana Police Department:

Terry S. Rozema
Chief of Police

Date: _____

Attachment



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Marana Police Department
11555 W. Civic Center Drive, Bldg. B;
Marana, AZ 85653-7091

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Terry S. Rozema, Chief

5. Signature

6. Date



Council-Regular Meeting

C10

Meeting Date: 08/06/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:

Principle Statement 3: WE WILL CAPITALIZE ON THE UNIQUENESS AND VALUE OF THE SONORAN DESERT IN OUR RECREATION PROGRAMMING, COMMUNITY PLANNING, AND TOURISM ATTRACTION EFFORTS.

Initiative 1: Use recreation facilities and programming as opportunities to highlight the unique Sonoran Desert.

Subject: Resolution No. 2019-072: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement to contribute funds between the Town of Marana and the Central Arizona Water Conservation District (CAWCD) for improvements to the Central Arizona Project (CAP) Access Road to serve the CAP Trailhead and Trail within the Town of Marana (Jane Fairall)

Discussion:

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

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

In 1986, Pima County and the BOR entered into a 50-year Recreational Land Use Agreement authorizing the County to develop the canal trail and trailheads within its boundaries. In May 2017, Council approved an intergovernmental agreement between the Town and Pima County to plan, design, and develop the first CAP Trail segment and trailhead in the region. When complete, the 7-mile Marana segment would connect a trailhead at Tangerine Rd. and I-10 to the Pima County line. Pinal County is currently working on a segment from the Pima County line to Park Link Road.

The planned CAP trailhead will be located approximately one-half mile north of the Tangerine Road/Interstate 10 interchange, east of the location where the CAP canal enters the siphon and goes underground. Public access to the trailhead site will be provided by using an existing CAP access road from Tangerine Road to the trailhead site. Public use of the CAP access road requires improvements to the access road including realignment, grading, fill, and surfacing to accommodate increased traffic and public safety issues related to use of the trailhead.

Staff seeks approval of the proposed agreement to contribute funds between the Town and the Central Arizona Water Conservation District (CAWCD). CAWCD is a multi-county water conservation district organized for the purposes, among others, of contracting with the United States for the delivery of CAP water, repayment of CAP costs and operation and maintenance of the CAP aqueduct. CAWCD is willing to contribute funding toward the costs of the improvements to the CAP access road for the trailhead. The proposed agreement provides that CAWCD will contribute up to \$34,000 to the project.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	Y
Amount:	\$94,229

Funding for the CAP trail and trailhead project is being provided by a variety of sources, including \$50,000 from Pima County, \$11,160 in grant funding, and \$33,069 from park impact fees.

Staff Recommendation:

Staff recommends approval of the agreement to contribute funds.

Suggested Motion:

I move to adopt Resolution No. 2019-072, approving and authorizing the Mayor to execute an agreement to contribute funds between the Town of Marana and the Central Arizona Water Conservation District (CAWCD) for improvements to the Central Arizona Project (CAP) Access Road to serve the CAP Trailhead and Trail within the Town of Marana.

Attachments

Resolution No. 2019-072
Exhibit A - Agreement

MARANA RESOLUTION NO. 2019-072

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO CONTRIBUTE FUNDS BETWEEN THE TOWN OF MARANA AND THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT (CAWCD) FOR IMPROVEMENTS TO THE CENTRAL ARIZONA PROJECT (CAP) ACCESS ROAD TO SERVE THE CAP TRAILHEAD AND TRAIL WITHIN THE TOWN OF MARANA

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

WHEREAS access to the CAP trailhead will be provided by an existing CAP access road which requires improvements to accommodate increased traffic and public safety issues; and

WHEREAS the Central Arizona Water Conservation District (CAWCD), a multi-county water conservation district organized for the purposes, among others, of contracting with the United States for the delivery of Central Arizona Project ("CAP") water, repayment of CAP costs and operation and maintenance of the CAP aqueduct, recognizes that the improvements to the CAP access road are of benefit to both the Town and CAWCD; and

WHEREAS CAWCD is willing to contribute funds to the construction of improvements to the CAP access road; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the agreement to contribute funds between the Town of Marana and the Central Arizona Water Conservation District, attached to this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

AGREEMENT TO CONTRIBUTE FUNDS

This Agreement is made and entered into by and between the Town of Marana, an Arizona municipal corporation, hereinafter called the "TOWN," and the Central Arizona Water Conservation District, a multi-county water conservation district and political subdivision of the state of Arizona organized pursuant to A.R.S. §48-3701 *et seq.* for the purposes, among others, of contracting with the United States for the delivery of Central Arizona Project ("CAP") water, repayment of CAP costs and operation and maintenance of the CAP aqueduct, hereinafter called "CAWCD." Each referred individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the TOWN entered into an intergovernmental agreement with Pima County to develop a trailhead approximately one-half mile north of the Tangerine Road/Interstate 10 interchange, east of the location where the CAP canal enters the siphon and goes underground, with public access to the trailhead site provided by an existing CAP access road from Tangerine Road.

WHEREAS, public use of the CAP access road requires improvements to the access road including, but not limited to, realignment, grading, fill, and surfacing to accommodate increased traffic and public safety issues related to use of the trailhead ("the Project").

WHEREAS, the TOWN intends to enter into a job order contract with Kapp-Con, Incorporated ("CONTRACTOR") to perform the work on the CAP access road and trailhead parking area.

WHEREAS, CAWCD provided plans that meet CAWCD requirements and standards dated March 2019, to the TOWN for the improvements of the CAP access road to be used by the CONTRACTOR.

WHEREAS, CAWCD recognizes that the improved CAP access road provides a benefit to both Parties and CAWCD is willing to contribute funding toward the costs of the Project.

AGREEMENT

NOW, THEREFORE, based on the mutual promises and commitments set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. TERM. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement (the "Effective Date"), and will terminate on the date that the Project is completed, or on the date that the TOWN returns all unspent funds contributed by CAWCD as described in Section 2 below, whichever date is later.

2. CONSIDERATION. CAWCD agrees to contribute a maximum amount of **\$34,000** to the TOWN within 30 days of the Effective Date of this Agreement and upon the receipt of an invoice for the same amount. The TOWN agrees not to expend these funds for any purpose other than to the CONTRACTOR to perform the services necessary to complete the Project. If the TOWN does not expend all of CAWCD's contribution, any unspent funds will be refunded to CAWCD within 30 days of a request by CAWCD.

3. INSPECTION & AUDIT.

a. Books and Records. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. CAWCD's contribution will be attributed in the TOWN's financial accounting system to ensure that the funds are sequestered for the designated purpose.

b. Inspection & Audit. Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found.

c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum six years. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

4. INDEPENDENT PUBLIC AGENCIES. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

5. SEVERABILITY. Any provisions or portions of this Agreement prohibited as unlawful or unenforceable under any application of law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding Agreement enforceable in accordance with its terms.

6. MODIFICATION OF AGREEMENT. This Agreement may not be changed or modified except by written instrument signed by both Parties or their designees.

7. NO THIRD PARTY RIGHTS. This Agreement is not intended by the Parties to create any right in or benefit to Parties other than the TOWN and CAWCD. This Agreement does not create any third party beneficiary rights or causes of action.

8. WAIVER. The failure of either Party to enforce at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such Party to enforce each and every such provision.

9. CAPTIONS. The captions contained in this Agreement are for reference only and in no way to be construed as part of this Agreement.

10. COUNTERPARTS. This Agreement may be signed in any number of counterparts and by the different Parties on separate counterparts, each of which, when signed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

11. INTEGRATION. This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.

12. NOTICES. Any and all notices, demands or requests required or appropriate under this Agreement (including invoices) shall be given in writing and signed by a person with authorization to bind the CAWCD or the TOWN, either by personal delivery, via a scanned document sent via email, or by registered or certified mail, return receipt requested, addressed to the following addresses:

To CAWCD: Central Arizona Water Conservation District
P.O. Box 43020
Phoenix, AZ 85080-3020
Attention: Tom Fitzgerald
tfitzgerald@cap-az.com

To TOWN: Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653
Attention: Kurt Schmidt
kschmidt@MARANAAZ.GOV

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the address, email address or fax number identified above by notifying the other Party in writing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

CAWCD:

CENTRAL ARIZONA WATER
CONSERVATION DISTRICT



Darrin Francom, Director, Operations &
Engineering

July 18, 2019

Date

TOWN:

TOWN OF MARANA, ARIZONA

Ed Honea, Mayor

Date

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney



Council-Regular Meeting

C11

Meeting Date: 08/06/2019

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Glenn Phillips, Civil Engineering Specialist

Date: August 6, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-073: Relating to Development; approving a release of assurances for the Camino De Oeste subdivision and accepting public improvements for maintenance (Keith Brann)

Discussion:

Pulte Homes has an assurance agreement with the Town to construct the Camino de Oeste subdivision. They have completed public improvements and are ready for the third party trust assurance to be released.

With the adoption of this proposed resolution, the Town will accept for maintenance, including maintenance of regulatory traffic control and street signs, approximately 1.2 miles of the following paved streets as shown on the plat of the Camino De Oeste subdivision:

- Avenida Tierra Alta
- Big Ben Lane
- Archer Ave
- Toronto Highlands
- Paseo Rancho Acero
- Paytons Court
- Cardinal Street
- Calle Vista del Sur

The Town will also accept for maintenance a potable water system including 7966 linear feet of potable water line, water meters, appurtenances, valves, and fire hydrants with an estimated value of \$511,680.60.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-073, approving a release of assurances for the Camino De Oeste subdivision and accepting public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2019-073, approving a release of assurances for the Camino De Oeste subdivision and accepting public improvements for maintenance.

Attachments

Resolution No. 2019-073

Overview Map

MARANA RESOLUTION NO. 2019-073

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES CAMINO DE OESTE SUBDIVISION AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Camino De Oeste, Lots 1 - 144, and Common Areas "A" (Drainage/Open Space) and "B" (Natural Undisturbed Open Space),' was recorded in the Pima County Recorder's Office on June 9, 2017, at Sequence 20171600112 (Exhibit "A"); and

WHEREAS the Town has a third party trust substitute assurance agreement (the "Assurance Agreement") with Pulte Home Corporation (the "Subdivider") and Landmark Title Assurance Agency of Arizona, LLC, as Trustee under trust number 18300-T, recorded in the Pima County Recorder's office on June 9, 2017, at Sequence 20171600113, assuring the completion of public improvements for Camino De Oeste ; and

WHEREAS the Subdivider has completed the public improvements for Camino De Oeste lots 1-144 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 1.2 miles of the following paved streets as shown on the plat of Camino De Oeste subdivision:

- Avenida Tierra Alta
- Big Ben Lane
- Archer Ave
- Toronto Highlands
- Paseo Rancho Acero
- Paytons Court
- Cardinal Street

- Calle Vista del Sur

Section 3. The Town accepts for maintenance, a potable water system including 7966 linear feet of potable water line, water meters, appurtenances, valves, and fire hydrants for the above referenced project with an estimated value of \$511,680.60.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

SEQUENCE NUMBER 20101100112





Council-Regular Meeting

C12

Meeting Date: 08/06/2019

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: August 6, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-074; Relating to Development; amending the definition of Cumulative Maximum Annual Debt Service in the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Yiannis Kalaitzidis)

Discussion:

On June 4, 2019 Council approved the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

In defining how to calculate the size of the letter of credit staff inadvertently included a definition for Cumulative Maximum Annual Debt Service (CMADS) that allows for the letter of credit to exceed the originally intended size of no more than 3 times the cumulative total amount of the debt service for the District. The current definition performs the calculation on the debt service amount of each debt issuance, rather than the cumulative amount of debt service across all issuances. As a result, it is possible for the sizing of the letter of credit to far exceed the originally planned amount of no more than 3 times the cumulative amount of debt service, potentially causing a financial burden to the development.

The updated definition allows for the size of the letter of credit to be calculated at no more than 3 times the cumulative amount of debt service across all debt issuances, providing an appropriate amount of coverage for the District and its taxpayers.

The current definition appearing on page 9 of the policy causing the inadvertent calculation issue is: "CMADS is the sum of the highest annual debt service payment of

the proposed bonds at the time of issuance thereof and the highest annual debt service payment of each of the prior outstanding bond issues at the time of issuance thereof (if any)."

The recommended updated definition is: "CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued."

Staff Recommendation:

Staff recommends the adoption of Resolution No. 2019-074, approving a revision to the definition of Cumulative Maximum Annual Debt Service in the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Suggested Motion:

I move to adopt Resolution No. 2019-074, approving a revision to the definition of Cumulative Maximum Annual Debt Service in the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Attachments

Resolution No. 2019-074
Redline comparison

MARANA RESOLUTION NO. 2019-074

RELATING TO DEVELOPMENT; AMENDING THE DEFINITION OF CUMULATIVE MAXIMUM ANNUAL DEBT SERVICE IN THE TOWN OF MARANA POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS

WHEREAS A.R.S. § 48-701 *et. seq.* provides for the establishment of community facilities districts (CFD) which provide a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of a CFD; and

WHEREAS on May 21, 1997, the Town Council adopted Resolution No. 97-42 approving the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (the "CFD Policy Guidelines"); and

WHEREAS from time to time the Town Council has amended the CFD Policy Guidelines, including on November 16, 2004 by adoption of Resolution No. 2004-161 and on June 4, 2019 by adoption of Resolution No. 2019-034; and

WHEREAS the Town Council finds that the best interests of the Town are served by amending the definition of Cumulative Maximum Annual Debt Service in the CFD Policy Guidelines.

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

SECTION 1. The definition of Cumulative Maximum Annual Debt Service ("CMADS") in subparagraph 4.4(f)(ii) of the CFD Policy Guidelines is hereby amended to read as follows: "CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued."

SECTION 2. As so amended, the amended CFD Policy Guidelines, attached to this resolution and incorporated by this reference as Exhibit A, are hereby approved.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the amended CFD Policy Guidelines.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

REVISED POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS

**TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS***

In order to secure for the Town of Marana, Arizona (the “Town”) the benefits of the Community Facilities Act[†] (the “Act”) and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these “CFD Policy Guidelines”) have been adopted by the Town Council.

A community facilities district (“CFD”) provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

- 1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.
- 1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town’s General Plan in order to encourage orderly growth and development.
- 1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/landowner (the “Applicant”) through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as “staff,” such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04), Marana Resolution No. 2019-034 (06/04/2019), and Marana Resolution No. 2019-XXX (08/06/2019).

[†] Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

EXHIBIT A TO RESOLUTION NO. 2019-074

*REVISED POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF
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- 1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.
- 1.5. Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.
- 1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.
- 1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.
- 1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- 1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).
- 1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.
- 1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.
- 1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.
- 1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

REVISED POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF
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ARTICLE 2. CONTENT OF APPLICATION

- 2.1. **Completed Application.** Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the "Completed Application") to the Town's Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.
- 2.2. **Petition in Favor of Formation.** The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.
- 2.3. **Applicant Information.** The Completed Application shall include:
- a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.
 - b. The name, address, telephone number, and email address of the Applicant's primary contact.
 - c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.
 - d. A general description of the Applicant's experience with similar types of developments.
 - e. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.
- 2.4. **Board Member Information.** The Completed Application shall describe the process for the designation of two additional CFD Board members, including the following:
- a. Provide the names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.
 - b. State the process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD.
 - c. Provide documentation evidencing each proposed CFD Board member's acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 ("Public Officers and Employees"), Chapter 3 ("Conduct of Office"), Articles 3.1 ("Public Meetings and Proceedings") and 8 ("Conflict of Interest of Officers and Employees").
 - d. Provide unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.
- 2.5. **Proposed CFD.** The Completed Application shall include:
- a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's

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General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

- b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.
- c. A legal description of the proposed CFD boundaries with an accompanying depiction.
- d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.
- e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. Project Description and Proposed Improvements. The Completed Application shall include:

- a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.
- b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. Financing Plan. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. Financial Feasibility Study. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

- a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.
- b. A financing plan for the private development in the CFD.
- c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the

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revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.

e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance.** The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include "per occurrence coverage" including a "securities" rider if bonds are to be sold.

2.10. **Indemnification.** The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information.** The Completed Application shall include:

a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.

b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:

i. The existence of the CFD.

ii. The purposes for which the CFD was formed.

iii. The CFD's expected and possible secondary property tax rate.

iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.

v. Assessment and other financial burdens of the CFD.

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- c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.
- d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.
- e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708 (D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

- 3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.
- 3.2. At the time of submission of the application, the applicant shall pay an application fee of **\$15,000.00**.
- 3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.
- 3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.
- 3.5. The review, analysis and consideration of a Completed Application will include:
 - a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.
 - b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.
- 3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution

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declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

- 3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.
- 3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.
- 3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

- 4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.
 - a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of \$50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional \$25,000 deposits to be applied to the purposes contemplated in this Section 4.1.
 - b. An ad valorem tax of \$.30 per \$100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.
 - c. The Applicant shall provide \$100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

EXHIBIT A TO RESOLUTION No. 2019-074

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- d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least \$100,000 per year ad valorem taxes from the \$.30 per \$100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.
- e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.
- 4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute (“MAI”) and a certified general real estate appraiser (such person hereafter referred to as an “MAI Appraiser”), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.
- 4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.
- 4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:
 - a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.
 - b. The amount and timing of CFD general obligation bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.
 - e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.
 - f. The proposed total tax rate of the CFD.
 - i. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of issuance thereof, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year.
 - ii. To secure the Applicant’s payment of the contribution described in the preceding subparagraph, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, such that the total amount of all such security is equal to the larger of (i) three times the difference between Cumulative Maximum Annual Debt Service (“CMADS”) and the estimated taxes to be collected in the year

EXHIBIT A TO RESOLUTION No. 2019-074

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immediately following the year of bond issuance or (ii) one times CMADS. Any security provided by the Applicant and held by the CFD for prior bond sales will be taken into account for the purpose of determining the amount of security required for each subsequent bond issuance. CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued. All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of three consecutive tax years beginning the year immediately following the final bond issuance.

- g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.
- b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.
- c. The expected market absorption of development within the CFD.
- d. The amount and timing of CFD revenue bonds to be issued.
- e. The financial impact of the proposed issue(s) on prospective residents.
- f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

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- 4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:
- a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
 - b. The amount and timing of CFD assessment bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The assessment burden to be placed on prospective residents.
 - e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.
 - f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.
 - g. Whether the assessment bonds will be publicly offered or privately placed.
 - i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing
 - 1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).
 - 2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.
 - ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.
 - iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:
 - 1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public

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improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

- 2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

- 4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

- 5.1. The Applicant shall provide at least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.
- 5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.
- 5.3. Privately placed bonds shall have minimum authorized denominations of \$100,000.
- 5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.
- 5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:
 - a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.
 - b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.
- 5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the

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formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

- 5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed \$2,000,000 per occurrence and \$2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.
- 5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

**TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS***

In order to secure for the Town of Marana, Arizona (the “Town”) the benefits of the Community Facilities Act[†] (the “Act”) and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these “CFD Policy Guidelines”) have been adopted by the Town Council.

A community facilities district (“CFD”) provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

- 1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.
- 1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town’s General Plan in order to encourage orderly growth and development.
- 1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/(the “Applicant”) through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as “staff,” such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04) ~~and~~ Marana Resolution No. 2019-034 (06/04/2019), and Marana Resolution No. 2019-XXX (08/06/2019).

[†] Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

- 1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.
- 1.5. Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.
- 1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.
- 1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.
- 1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.
- 1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).
- 1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.
- 1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.
- 1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.
- 1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

- 2.1. **Completed Application.** Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the “Completed Application”) to the Town’s Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.
- 2.2. **Petition in Favor of Formation.** The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.
- 2.3. **Applicant Information.** The Completed Application shall include:
- a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.
 - b. The name, address, telephone number, and email address of the Applicant’s primary contact.
 - c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.
 - d. A general description of the Applicant’s experience with similar types of developments.
 - e. Evidence demonstrating the Applicant’s ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.
- 2.4. **Board Member Information.** The Completed Application shall describe the process for the designation of two additional CFD Board members, including the following:
- a. Provide the names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.
 - b. State the process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD.
 - c. Provide documentation evidencing each proposed CFD Board member’s acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 (“Public Officers and Employees”), Chapter 3 (“Conduct of Office”), Articles 3.1 (“Public Meetings and Proceedings”) and 8 (“Conflict of Interest of Officers and Employees”).
 - d. Provide unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.
- 2.5. **Proposed CFD.** The Completed Application shall include:
- a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town’s

General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

- b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.
- c. A legal description of the proposed CFD boundaries with an accompanying depiction.
- d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.
- e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. Project Description and Proposed Improvements. The Completed Application shall include:

- a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.
- b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. Financing Plan. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. Financial Feasibility Study. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

- a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.
- b. A financing plan for the private development in the CFD.
- c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the

revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

- d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.
- e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance.** The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include “per occurrence coverage” including a “securities” rider if bonds are to be sold.

2.10. **Indemnification.** The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys’ fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information.** The Completed Application shall include:

- a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.
- b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:
 - i. The existence of the CFD.
 - ii. The purposes for which the CFD was formed.
 - iii. The CFD’s expected and possible secondary property tax rate.
 - iv. The estimated annual secondary tax amount based on applying the CFD’s expected and possible secondary property tax rate to a representative residential property value.
 - v. Assessment and other financial burdens of the CFD.

- c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.
- d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.
- e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708(D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

- 3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.
- 3.2. At the time of submission of the application, the applicant shall pay an application fee of **\$15,000.00**.
- 3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.
- 3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.
- 3.5. The review, analysis and consideration of a Completed Application will include:
 - a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.
 - b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.
- 3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution

declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

- 3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.
- 3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.
- 3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

- 4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.
 - a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of \$50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional \$25,000 deposits to be applied to the purposes contemplated in this Section 4.1.
 - b. An ad valorem tax of \$.30 per \$100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.
 - c. The Applicant shall provide \$100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

- d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least \$100,000 per year ad valorem taxes from the \$.30 per \$100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.
 - e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.
- 4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute (“MAI”) and a certified general real estate appraiser (such person hereafter referred to as an “MAI Appraiser”), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.
- 4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.
- 4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:
- a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.
 - b. The amount and timing of CFD general obligation bonds to be issued.
 - c. The expected market absorption of development within the CFD.
 - d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.
 - e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.
 - f. The proposed total tax rate of the CFD.
 - i. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of issuance thereof, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year.
 - ii. To secure the Applicant’s payment of the contribution described in the preceding subparagraph, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, such that the total amount of all such security is equal to the larger of (i) three times the difference between Cumulative Maximum Annual Debt Service (“CMADS”) and the estimated taxes to be collected in the year

immediately following the year of bond issuance or (ii) one times CMADS. Any security provided by the Applicant and held by the CFD for prior bond sales will be taken into account for the purpose of determining the amount of security required for each subsequent bond issuance. CMADS is the ~~sum of the highest~~maximum annual debt service ~~payment of the proposed bonds at the time of issuance thereof and the highest annual debt service payment of each of the prior outstanding bond issues at~~with respect to all series of bonds outstanding, including, on the ~~timedate~~date of issuance ~~thereof (if any) of a series of bonds, the series of bonds then being issued~~. All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of three consecutive tax years beginning the year immediately following the final bond issuance.

g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.
- b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.
- c. The expected market absorption of development within the CFD.
- d. The amount and timing of CFD revenue bonds to be issued.
- e. The financial impact of the proposed issue(s) on prospective residents.
- f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however,

that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

- a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.
- b. The amount and timing of CFD assessment bonds to be issued.
- c. The expected market absorption of development within the CFD.
- d. The assessment burden to be placed on prospective residents.
- e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.
- f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.
- g. Whether the assessment bonds will be publicly offered or privately placed.
 - i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing
 - 1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).
 - 2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.
 - ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.
 - iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:

- 1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.
 - 2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.
- 4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

- 5.1. The Applicant shall provide at least \$0.25 in infrastructure or community improvements for each \$1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.
- 5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.
- 5.3. Privately placed bonds shall have minimum authorized denominations of \$100,000.
- 5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.
- 5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:
 - a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.
 - b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.

- 5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.
- 5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed \$2,000,000 per occurrence and \$2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.
- 5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

Document comparison by Workshare 9.5 on Tuesday, July 23, 2019 9:37:43 AM

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Council-Regular Meeting

C13

Meeting Date: 08/06/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2019.016: Relating to Business Regulations; adopting revisions to Marana Town Code Title 9 (Business Regulations); revising section 9-1-2 (Definitions) to amend the definition of “residential real property rental” and to add a definition of “vacation rental” or “short-term rental”; adding new section 9-2-4 (Vacation rental or short-term rental contact information) and renumbering the sections that follow to conform; revising section 9-3-3 (Exemptions) to clarify an exemption related to peddlers; revising section 9-13-5 (Additional application requirements) to clarify application requirements for mobile food vendors; and declaring an emergency (Jane Fairall)

Discussion:

On June 4, 2019, the Council adopted comprehensive revisions to Title 9 of the Marana Town Code relating to business licenses and regulations. If adopted, this proposed ordinance will make minor revisions to those provisions to ensure compliance with state law and to provide necessary clarification.

As adopted on June 4, the Code allowed the Town to require short-term or vacation rentals to obtain a business license to operate in the Town. However, the Arizona Attorney General has issued an opinion that, pursuant to a state law prohibiting municipal licensing of residential rental properties, municipalities may not require short-term rentals to obtain a business license either. In this past legislative session, the Arizona legislature passed HB 2672 that does allow municipalities to require the owner of a short-term or vacation rental to provide contact information to the municipality.

The proposed ordinance includes the following provisions:

- A change to the definition of “residential real property rental” so that short-term

rentals **are included** in the definition. This will have the effect of exempting short-term rentals from licensing (just as all other residential rentals are).

- Addition of a definition of “vacation rental” or “short-term rental” to adopt the definition provided in state law.
- Addition of a new provision requiring the owner of a vacation or short-term rental to provide the Town with contact information.

In addition to the changes regarding short-term rentals, Town staff is proposing a slight change to section 9-3-3 of the new Code. This section contains a list of people and businesses that are exempt from the requirement to obtain a peddler's license, even if they are traveling from door-to-door for their business. The change makes it clear that employees of licensed businesses do not need a peddler's license when they are soliciting sales door-to-door, as long as the employees' employer is a business licensed with the Town.

Finally, staff is also proposing an amendment to section 9-13-5 regarding application requirements for mobile food vendors. This section as originally adopted requires an applicant to provide the Town with a copy of its mobile food unit license issued by the Arizona Department of Health Services (DHS). However, DHS has advised staff that it will not be issuing licenses on a state level, but have delegated licensing to the counties. Section 9-13-5 requires applicants to provide a copy of county health department certification so no other changes to the code are required.

The ordinance includes an emergency clause so that it will go into effect immediately upon adoption. Town staff proposes this approach to ensure that our Code is in compliance with state law.

Financial Impact:

The changes proposed in this ordinance are not expected to have a substantive effect on the Town's overall budget.

Staff Recommendation:

Staff recommends approval of the proposed ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2019.016, adopting revisions to Marana Town Code Title 9 (Business Regulations) and declaring an emergency.

Attachments

Ordinance No. 2019.016

MARANA ORDINANCE NO. 2019.016

RELATING TO BUSINESS REGULATIONS; ADOPTING REVISIONS TO MARANA TOWN CODE TITLE 9 (BUSINESS REGULATIONS); REVISING SECTION 9-1-2 (DEFINITIONS) TO AMEND THE DEFINITION OF "RESIDENTIAL REAL PROPERTY RENTAL" AND TO ADD A DEFINITION OF "VACATION RENTAL" OR "SHORT-TERM RENTAL"; ADDING NEW SECTION 9-2-4 (VACATION RENTAL OR SHORT-TERM RENTAL CONTACT INFORMATION) AND RENUMBERING THE SECTIONS THAT FOLLOW TO CONFORM; REVISING SECTION 9-3-3 (EXEMPTIONS) TO CLARIFY AN EXEMPTION RELATED TO PEDDLERS; REVISING SECTION 9-13-5 (ADDITIONAL APPLICATION REQUIREMENTS) TO CLARIFY APPLICATION REQUIREMENTS FOR MOBILE FOOD VENDORS; AND DECLARING AN EMERGENCY

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to authorize the issuance of licenses and to direct the manner of issuing licenses; and

WHEREAS the Town Council finds that revising Title 9 of the Marana Town Code regarding business regulations as set forth in this ordinance is in the best interests of the Town and its residents.

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

Section 1. Marana Town Code Title 9 (Business Regulations) is hereby amended to revise section 9-1-2 (Definitions) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

9-1-2 Definitions

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

[No revisions to paragraphs A through L]

M. "Residential real property rental" means the business of offering for rent, lease, or license a building or structure that is used for a home or residence by one or more persons who maintain a household. This definition does not include any of the following:

- ~~1. Short term rentals for a period of 29 consecutive days or less;~~

12.The use of a home or residence for business activities, including assisted living or behavioral health residential facilities; or

23.The use of a home or residence for any other business operation that does not meet this definition of residential real property rental.

[No revisions to paragraphs N and O]

P. "Vacation rental" or "short-term rental" means the same as defined in A.R.S. § 9-500.39.

Section 2. Marana Town Code Title 9 (Business Regulations) is hereby amended to add new section 9-2-4 (Vacation rental or short-term rental contact information) and to renumber the sections that follow to conform:

9-2-4 Vacation rental or short-term rental contact information

- A. Before offering for rent or renting a vacation rental or short-term rental, the owner of the vacation rental or short-term rental shall provide the license inspector with contact information for the owner or the owner's designee on a form provided by the license inspector for that purpose.
- B. The owner or the owner's designee is responsible for responding to complaints in a timely manner in person, by telephone, or by e-mail at any time of day.
- C. The license inspector shall not charge a fee to an owner providing the information required by this section.

Section 3. Marana Town Code Title 9 (Business Regulations) is hereby amended to revise section 9-3-3 (Exemptions) as follows (with additions shown with double underlining):

9-3-3 Exemptions

The provisions of this chapter shall not apply to:

[No revisions to paragraphs A through C]

- D. Merchants or their employees soliciting orders for goods or services or delivering goods and services in the regular course of business, as long as the merchants obtain and maintain a valid business license issued pursuant to and subject to the provisions of chapter 9-2.

[No revisions to paragraph E]

Section 4. Marana Town Code Title 9 (Business Regulations) is hereby amended to revise section 9-13-5 (Additional application requirements) as follows (with deletions shown with ~~strikeouts~~):

9-13-5 Additional application requirements

In addition to the application requirements set forth in section 9-2-4, any person desiring to obtain a license to conduct business as a mobile food unit shall submit all of the following supplemental information:

[No revisions to paragraphs A through D]

~~E. A copy of the required mobile food unit license issued by the Arizona department of health services.~~

Section 5. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

Section 6. 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 7. 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 8. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C14

Meeting Date: 08/06/2019

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: August 6, 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. 2019.017: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (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 of 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. Then, on June 18, 2019, the Council adopted fee schedule amendments that did not involve new or increased fees. The items addressed by this agenda item include either new or increased fees; no changes have been made to the amendments proposed

during the March 19, 2019 meeting. 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 September 6, 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. 2019.017, adopting the amendments to the Town of Marana fee schedule and designating an effective date.

Attachments

Ordinance No. 2019.017

FY2020 Comprehensive Fee Schedule--New Increases

MARANA ORDINANCE NO. 2019.017

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 June 18, 2019, via Ordinance No. 2019.015; and

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

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

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

Fee/Description	Amount	Unit of Measure	Notes
GENERAL SERVICES: LICENSING			
<u>Liquor License Application; Fair/Festival License</u>	<u>\$25.00</u>	<u>Per application</u>	<u>Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control.</u>
GENERAL SERVICES: MISCELLANEOUS			
<u>Agreement Preparation Fee</u>	<u>See notes</u>	<u>See notes</u>	<u>Actual fees and costs charged by the Town's outside counsel for preparing an agreement, if the Town determines outside counsel is</u>

			<u>needed for the particular agreement; applies to all types of agreements. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial benefits to the Town equal to or greater than outside counsel costs and fees.</u>
COMMUNITY SERVICES: PARKS, RECREATION AND SPECIAL EVENTS – PARK RENTALS			
<u>Commercial Use Fee for Trails & Paths (excursions, races, guided tours, etc.)</u>	<u>\$2.00</u>	<u>Per person</u>	<u>For commercial activity on established Town trails and shared use path. May be subject to an approved Commercial Use Permit (additional cost \$75 with resubmittal every 6 months) or Special Event Permit (additional \$50 or \$300 based on event location type).</u>
<u>Concession Stand Commercial Use Fee (Special Events, Sports Tournaments, Races, etc.)</u>	<u>\$75.00</u>	<u>Per day</u>	<u>Commercial or special event use of concession stand; requires approved Concession Stand Rental Agreement; fee does not apply during regular season for Youth/ Nonprofit leagues with approved field contract user agreements.</u>
<u>Concession Stand Lost Key Fee</u>	<u>\$100.00</u>	<u>Per occurrence</u>	
DEVELOPMENT SERVICES: PLANNING – ANNEXATION AND ZONING			
General Plan Map Amendment-Major	\$2600.00 + \$40.00 per acre <u>\$3,000.00</u>	Per amendment	
Specific Plan Land Use Designation <u>Major</u> Amendment	See note <u>\$5,000.00</u>	Per submittal	<u>Fee includes associated text amendments. Fee is same as total application fee for specific plan as calculated.</u>
DEVELOPMENT SERVICES: PLANNING – SIGNS			
Signs; Planned sign program	\$560.00 <u>600.00</u>	<u>Per submittal application</u>	<u>Revisions to accepted plans are charged \$200.00. Includes 1st & 2nd submittals. Reviews after</u>

			2nd submittal and revisions to accepted plans are each charged 30% of original fee.
DEVELOPMENT SERVICES: PLANNING – ADDRESSING AND MISCELLANEOUS			
<u>Wireless permit application: 6409(a) or Administrative wireless facilities</u>	<u>\$150.00</u>	<u>Per application</u>	<u>Fee is non-refundable and due at time of submittal</u>
<u>Wireless permit application: 3rd party review deposit</u>	<u>\$500.00</u>	<u>Per application</u>	<u>If consultant fees exceed the deposit, the balance will be collected and due prior to permit issuance. If the consultant fees are less than the deposit, a refund will be issued.</u>

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

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance; 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 the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
General Services							
Add new fee	Agreement Preparation Fee	n/a	see Notes	n/a	see Notes	Actual fees and costs charged by the Town's outside counsel for preparing an agreement, if the Town determines outside counsel is needed for the particular agreement; applies to all types of agreements. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial benefits to the Town equal to or greater than outside counsel costs and fees.	A similar fee applicable only to development agreements was eliminated at the June 18, 2019 Council meeting. This new fee will allow the Town to recover costs for the use of outside counsel for any type of agreement when outside counsel is deemed necessary. The Town Manager may still waive the fee if the benefits to the Town outweigh outside counsel costs.
Add new fee	Liquor License Application; Fair/Festival License	n/a	Per application	n/a	\$25.00	Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control	This is a relatively new type of liquor license under state law and the Town does not currently have a fee for it. As this type of license is similar to and requires a similar amount of staff time for processing as a special event liquor license application, the same fee of \$25 is proposed.
Add new fee	Wireless permit application; 6409(a) or Administrative wireless facilities		Per Application		\$150	Fee is non-refundable and due at time of submittal	Establish a fee for services as described in the Marana Town Code 17-18-5. Fee based on 1.5 hours of review time (\$70/hour) and additional admin time (\$45). Fees for Conditional use permits are already established.
Add new fee	Wireless permit application; 3rd party review deposit		Per Application		\$500	If consultant fees exceed the deposit, the balance will be collected and due prior to permit issuance. If the consultant fees are less than the deposit, a refund will be issued.	Establish fee for services as described in the Marana Town Code 17-18.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Development Services							
Increase existing fee	Signs; Planned sign program	Per submittal	Per Application	\$560.00	\$600.00	Revisions to accepted plans are charged \$200.00	Fee increased to account for the additional staff time required for planning commission as part of the sign code update. Removed "planned" from the description to allow this fee to also be used for new residential subdivision sign program fee established in the sign code update. It is expected that staff time will be similar for both programs
Modify existing fee	Specific Plan Land Use Designation Major Amendment	Per submittal	Per submittal	See Note	\$5,000.00	Fee is same as total application fee for specific plan as calculated. Fee includes associated text amendments	Modification to encompass all changes associated with a land use change. Also modified the fee structure to a flat fee that more accurately reflects staff time to review/approve.
Modify existing fee	General Plan Map Amendment-Major	Per Amendment	Per Amendment	\$2600.00 + \$40.00 per acre	\$3,000.00		No history of previous requests were found. Reduced fee to simplify and more accurately represent the work involved for mapping, notices and public hearing
Parks & Recreation							
Add new fee	Commercial Use Fee for Trails & Paths (excursions, races, guided tours, etc.)		Per Person		\$2.00	For commercial activity on established Town trails and shared use path. May be subject to an approved Commercial Use Permit (additional cost \$75 with resubmittal every 6 months) or Special Event Permit (additional \$50 or \$300 based on event location type).	Allows department to coordinate and authorize commercial use of trail and path assets to ensure impact and liabilities are being considered in advance. Aligns Marana fees for similar use with Pima County and Oro Valley.
Add new fee	Concession Stand Commercial Use Fee (Special Events, Sports Tournaments, Races, etc.)		Daily		\$75.00	Commercial or special event use of concession stands. Requires approved Concession Stand Rental Agreement (Fee does not apply during regular season for Youth/Nonprofit leagues with approved field contract user agreements)	Allows the department to expand access to Town operated concession stands for commercial use.
Add new fee	Concession Stand Lost Key Fee		Per Occurrence		\$100		



Council-Regular Meeting

C15

Meeting Date: 08/06/2019

To: Mayor and Council

Submitted For: Steve Miller, Airport Manager

From: Dan Grossman, CIP Process Analysis

Date: August 6, 2019

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

PRINCIPLE STATEMENT 2: WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.

Initiative 3: Invest in airport infrastructure and lease opportunities to grow airport operations.

Subject: Relating to Procurement; ratifying the Town Manager's approval of two change orders to the Pavex Corp. construction contract for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter pad, and Terminal Apron (AP025) project in the amounts of \$71,926.91 and \$188,418.76; 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 (Steve Miller)

Discussion:

Marana Town Code Section 3-4-7(B)(4) provides that Town Council approval is necessary for change order that individually or cumulatively exceed \$50,000. However, Section 3-4-8(B) provides that the Town Manager may approve change order to public improvements contracts that exceed that amount if the Town Manager determines that doing so will avoid unnecessary contractor delay claims or costs, or public health or safety hazards that would otherwise occur while awaiting Town Council approval. When the Town Manager approves a change order in these circumstances, Town Council ratification of the change order must occur as soon as practicable thereafter.

The budget for fiscal year 2018-2019 was adopted on June 19, 2018. The Airport Rehabilitation of Taxiways, Tie Downs, Helicopter pad, and Terminal Apron (AP025)

project was properly included within the Town of Marana's FY2019 Capital Improvement Plan. The final, revised budget amount for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter pad, and Terminal Apron (AP025) project is \$6,758,371.00.

The Town and Pavex Corp. entered into a construction contract in the amount of \$4,676,686.00 to construct the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter pad, and Terminal Apron (AP025) project.

The Town has processed two previous change orders to the Pavex Corp. construction contract totaling \$143,032.19, bringing the total current construction contract amount to \$4,819,718.19.

The first change order addressed by this agenda item combines several smaller elements of work that are outside the contract into a single modification that includes pulverization of previously treated subgrade stabilization; relocation of utilities; improvements to increase the load bearing capacity of several storm drains; reconstruction of distressed pavement located outside the work limits; and increases for quantity overruns for several existing bid items. The cost of this change order is \$71,926.91.

The second change order addressed by this agenda item provides compensation for increases in the cost of bituminous oil in asphaltic concrete. Bids for the project opened on May 10, 2018, and required contractors to guarantee pricing through September 21, 2018. The Notice to Proceed was not issued until December 10, 2018, primarily due to unforeseen delay in issuance of funding by the granting agency. The cost escalations for bituminous materials have been independently substantiated through third-party sources. The cost of this change order is \$188,418.76.

These change orders will bring the construction contract total to \$5,080,063.86, with the cost of the two change orders at \$260,345.67. At the close of the project, staff will be requesting reimbursement from the FAA of its 91.06% portion, in the amount of \$237,070.77 and ADOT's 4.47% portion, in the amount of \$11,637.45.

This change order was necessary to avoid unnecessary contractor delay claims and the amount of this change order, combined with all previous change order, exceeds \$50,000.00; therefore, this change order required immediate approval by the Town Manager. With an active construction contract and Contractor in place, the Town Manager exercised his authority under section 3-4-8(B) of the Town Code to authorize a change order to the contract. This item is on the agenda for the Town Council to ratify the Town Manager's action.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Y

Amount: \$260,345.67

This change order will be funded with Airport Capital Funds, GL Account # 52592000-8015-AP025.

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the change orders.

Suggested Motion:

I move to ratify the Town Manager's approval of two change orders to the construction contract with Pavex Corp. for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter pad, and Terminal Apron (AP025) project for the Marana Regional Airport in the amounts of \$71,926.91 and \$188,418.76; to authorize the transfer of appropriations if necessary for the change orders; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change orders.

Attachments

No file(s) attached.



Council-Regular Meeting

C16

Meeting Date: 08/06/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: August 6, 2019

Subject: Approval of the Regular Council Meeting Summary Minutes of June 18, 2019
(Cherry L. Lawson)

Attachments

06/18/2019 Draft Regular Council Meeting Summary Minutes



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 7:02 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post; Council Members Dave Bowen, Patti Comerford, 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 Bowen moved and Vice Mayor Post seconded the motion to approve the agenda. Motion Passed: 7-0

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

Council Member Bowen stated his vacation was great.

Council Member Officer commented about the improvements on Ina Road and wished to thank Town staff for their efforts and hard work.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta reported, this is the last council meeting of the fiscal year, and provided an overview of the number of items Council had considered during the 2018/2019 fiscal year. This Council has handled 227 action items that does not include proclamations, various presentations, over 100 resolutions and 24 ordinances. Council has held several public hearings as well you had 29 meetings throughout this fiscal year counting this one.

Some of the major items that Council have considered, some of them were bold moves made by the Council setting the stage for future growth and development. If you recall the half cent sales tax was repealed back to promises made promises kept. This is the year and Council also made some significant investment in Water Treatment Facilities that's \$15,000,000 worth, and that was quick action on the part of this Council to take care of something that was not its fault, and yet it is paying the price for that.

The Make Marana 2040 Plan has progressed significantly and now the Town is in the final stretches of that particular project going forward for the General Plan update. Council granted approval for the FAA Airport Control Tower application that has been received by the FAA now; that is with news we should be hearing from them in a few months. The Land Development Code particularly the Downtown District and the Sign Code Ordinance was also approved by this Council. Marana joined the Sun Corridor and now we now have full membership within that organization after a lapse of some years. Council has identified and set up a funding target to pay up the PSPRS Pension Funding Plans—it now has a policy that guides Marana. As far as the budget process and that too is again on your agenda for tonight.

The final budget includes two significant Employee Benefit Programs the Paid Parental Leave Program and the Tuition Reimbursement Program. These two programs were initiated here by this Council. Council also engaged in Council Connections as this was your attempt to reach out to the residents, and businesses in a more informal setting which we have here every Council Meeting. Council also had the Marana Legislature Day. In all, a very fruitful beneficial year with several significant landmark decisions made by Council. He thanked Council and the staff who work behind the scenes to bring forward important resolutions and ordinances.

He announced with the departure of John Kmiec, Water Director for last seven years, we have Scott Schladweiler who has been appointed the Interim Water Director. He will be presenting one of on the agenda later this evening.

Mr. Mehta stated with this being the last meeting of this fiscal year as we normally do we take the month of July off and return in August. August 6th would be the next scheduled Council Meeting. Staff will move forward with a cancellation notice should be going out soon officially to cancel the two scheduled meetings of July.

PRESENTATIONS

CONSENT AGENDA

Council Member Ziegler moved and Council Member Kai seconded the motion to approve the Consent Agenda. Motion Passed: 7-0

C1 Resolution No. 2019-050: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Tri-advocates, 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.

Town Clerk Cherry Lawson provided an overview of the liquor license application before the Council for its consideration, stating staff recommends approval of the license to be granted.

Vice Mayor Post moved and Council Member Ziegler seconded the motion 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. Motion passed, unanimously: 7-0.

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)

Ms. Lawson provided an overview of the Planning Commission appointments recommending the incumbents be reappointed for a four year term expiring June 30, 2023.

Council Member Comerford moved and Vice Mayor Post seconded the motion 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. Motion passed, unanimously: 7-0.

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)

Senior Planner Brian Varney provided a PowerPoint overview of the item stating this is a continuance of the public hearing that was held by the City Council on May 7, 2019 for the Joplin Estates Rezoning. The Council voted to continue the public hearing to

provide the applicant with time to reevaluate its' recreational provision to the planned subdivision, which they have and were in attendance to present the updates to Council.

The Planning Center will explain later in the public hearing their methodology behind the changes. He provided a synopsis of the project stating this is 69.4 acres is located S and SE of the Marana Center. The current zoning there is zone C and zone E and the proposed zoning is R3.5, R6 and (VC) Village Commercial. The minor amendment to the General Plan is amendment from LDR to MDR which is Low Density to Medium Density. Of the 69.4 acres, 52 are proposed to be rezoned to residential R3.5, R6 – that is 33.7 acres in 18.3 respectively. The remaining 17.4 is currently zoned E proposed to be resolved to (VC) Village Commercial and a Low Density to Medium Density is the request for the minor amendment to the General Plan.

The biggest change here is the recreational area as it has been increased from 1.2 acres to 2.6 which has resulted in the block count reduction from 190 to 185, and the density is subsequently come down from 3.65 two 3.56. All of the changes and the revisions have been incorporated into the text of the site analysis document as well as the exhibits. There have been a couple of revisions made since the Staff Report packet was assembled, and those revisions include an additional condition to the ordinance. The ordinance has been amended to include a condition which limits the minimum lot size and the R3.5 to 4800 square feet. The additional revision is that the conceptual exhibits for the neighborhood park and also the dog park have been amended to include the amenities were drinking fountain for people in both of the parks and the drinking fountain for dogs at the dog park. Staff is recommending approval of the ordinance for the rezoning as well as the accompanied General Plan Amendment subject to conditions that are within the draft ordinance.

Council Member Ziegler inquired about the procedural concept nature for dog parks in general asking whether this is a concern for the Town as opposed to the Planning Center. Her concern is not about the dog park, but rather, it is regarding drinking fountains for the dogs. She stated The Planning Center is looking to add a water fountain in its dog park, but questioned whether fountains for animals would be installed in all of the Town's parks, as she would like to see some consistency with regards to them. She has asked many times for drinking fountain at Crossroads at Silverbell District Park. She does not believe there is a drinking fountain at Ora Mae Harn Park. She asked about the Town's philosophy for installing a dog park in relation to adding drinking fountains for the animals. She apologized for bringing the matter up, and asked when the appropriate time is to voice this concern as she believes it should be a policy document.

Mr. Mehta stated staff could definitely take it up with **Council Member Ziegler** and introduce it more as a policy document for a later time as now the Town is not prepared to provide an answer. This concern could be discussed later in the evening during Future Agenda Items.

Project Manager Lexy Wellot, The Planning Center provided an update to the case before the Council. The property is located just east of Interstate 10 south of the outlets mall. It is currently vacant surrounded by vacant land to the north which is in the process of being platted. Linda Vista Village Plat will come before Council in the months to follow. That is occurring to north of Marana, and they have large lots to the east and some unregulated subdivisions to the south with a horse training facility and a dog shelter. When the Planning Center initially submitted this site plan, we came in with a proposal of 190 lots, one Neighborhood Park that was approximately 30,000 square feet, one trail that was a total of 24,000 square feet, and a total of 17.2 acres of collective open space.

At the May 7 Council Meeting, Council expressed its concern with the lack of recreational amenities such as parks and a dog park. They took the concerns expressed by Council and revised its site plan and reduced the planned lot count by five (5) in an effort to increase the overall park amenities. The park amenities that they are now looking to provide is a 79,000 square foot park that will encompass this greater area. Also are proposing to include picnic tables, benches, some concrete block ways, play equipment, shade structures, a Ramada and turf that are approximately 9,000 square feet. In addition to the 79,000 square foot neighborhood park, they have also added a 12,000 square foot dog park which will feature a shade structure, picnic tables, benches, and both parks will have drinking fountains accessible to both humans and animals at each park. Further adding to the dog park and the neighborhood park, they will add a trailhead as there was one previously; however, the new one will conform to what a trail should look like. This trail will be 10 feet wide adjacent to the drainage way and will feature stabilized decomposed granite path that will look more of a natural feel. They wanted asphalt, but it gets a little hot and so by doing a decomposed granite stabilized natural path, they believe that it will create a nice welcoming place for all that will be ADA accessible as well.

Ms. Wellot illustrated a side by side comparison from what they had been initially approved for by the Planning Commission verses the recommended changes as requested by Council. She explained the changes stating they did not have a minimum cap on their lot size that they have since included in the document as an added condition. However, the minimum lot size will now be 4,800 square feet for the R 3.5 zone. They went from a 30,000 square foot neighborhood park to 91,000 square feet including of the Dog Park and Neighborhood Park. They are committed to providing play structures, Ramada's, picnic tables, Dog Park, shade sails, drinking fountains etc. When you breakdown that park square footage they have increased it from an overall 284 square feet per lot to 622 square feet per lot. It is their intention in these parts to make sure that the landscaping is kept well and so irrigation will be provided to the trees in the park.

Mayor Honea stated the redesign looks so much better than it did when it was initially presented to Council. He commended **The Planning Center** on the revised concept with the improvements and infrastructure being added.

Council Member Bowen also commended them for the redesigned work of this proposed community stating he is very much in favor of it.

Vice Mayor Post asked whether the access point will be straight from Linda Vista. **Ms. Wellot** replied affirming the access point will go straight down from Linda Vista down to Camino de Estes as well as for commercials.

Vice Mayor Post move and Council Member Bowen seconded the motion to adopt Ordinance No. 2019.010, approving the Joplin Estates Rezoning, subject to the recommended conditions. Motion passed, unanimously: 7-0.

A2 PUBLIC HEARING: Resolution No. 2019-061: Relating to Budget; adopting the Town of Marana's fiscal year 2019-2020 final budget (Yiannis Kalaitzidis)

Council Member Bowen moved and Vice Mayor Post seconded the motion to adopt Resolution No. 2019-061, adopting the Town of Marana's fiscal year 2019-2020 final budget. Motion passed, unanimously: 7-0.

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)

Town Attorney Frank Cassidy addressed the Council stating the Council saw this as the District Board of the Gladden Farms II CFD. He explained this is a three party agreement that is between the Community Facilities District, the Town and the Developer. The reason is the Development Agreement and an Intergovernmental Agreement is actually an amendment to the agreement that was done way back when the district was first created. This amendment is required simply to take account of new things that have happened, for example Forest City Enterprises with the developer on the original agreement. This agreement now puts the petrous entities in that place. The Letter of Credit and Stand by Obligations are now brought forward to line up with our current requirements for that. Some of the terminology has been modernized; the new tax policy that now refers to Limited Fast Valuation instead of just Assessed Valuation. That is because of a change in law since this District was created. This is simply a matter of cleaning up some of the language.

Council Member Kai moved and Council Member Ziegler second the motion 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. Motion passed, unanimously: 7-0.

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)

Mr. Mehta stated the Town has not received any new request as of this day that was reported during the last Council Meeting.

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)

Mr. Mehta reported there are no updates on this item at this time.

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

Interim Water Director Scott Schladweiler and Todd Cristiano, Senior Manager with Raftelis provided a PowerPoint Presentation on the proposed changes to the water and water reclamation rates and fees. *(PowerPoint Presentation is on file in the Town Clerk Office as well as on the Town's website.)* Below is a brief overview of the PowerPoint.

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
 - US Consumer Price Index Comparison Data from the Bureau of Labor Statistics
 - Drivers for the Increases
 - Energy costs
 - Aging and additional infrastructure
 - Increased regulatory pressures
- 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
 - Financial Plan: What level of revenue is needed to meet expenditures, reserves, and bond covenants?
 - Cost-of-Service: Is each customer class paying their equitable share?
 - Rate Design: How should costs be recovered?
- Step 1: Financial Plan
 - Financial Policies: Apply financial policies which inform the cash flow analysis
 - Revenues at Existing Rates and other income: Projected number of customers, consumption, and revenues
 - O&M and Capital Budget: Forecast of expenditures
 - Capital Funding Sources – Rates, Debt, Capacity Fees: Identify level of rate revenue, bonds and fees for financing capital projects
 - Revenue Increases: Adjust revenues to meet annual expenditures and financial policies
 - Cash Flow Analysis: Summary of projected revenues, expenditures and rate increases

- 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 <ul style="list-style-type: none"> - Average demand - Peak demands - Number of customers by class - Number of meters by class 	Wastewater <ul style="list-style-type: none"> - Billable contributed flow - Number of customers by class
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 - Costs will vary by customer class
- Step 2: Cost-of-Service Analysis – A multi-step process
 - Determine revenue required from rates
 - Assign operating and capital costs based on system facility or function in the system which incurs that expense
 - Allocate those costs based on how facilities are designed and operated within system
 - 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 administration
 - Portions of salaries and benefits and other general fixed expenses (utilities, uniforms, office equip., maintenance, etc.)
 - A component of capital costs – readiness to serve
 - 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 Wastewater 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
- Water Operating Cash Flow Summary
- Water Operating Fund Cash Flow Summary \$ Millions
- Water FY20 Revenue Requirement \$ Millions
- Water Comparison FY20 Cost of Service to FY20 Revenue Under Existing Rates
- 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
 - \$.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
 - Water: Existing and Proposed Volume Rates \$ per 1,000 gallons
 - Water: Typical Residential Water Bills
 - 5/8" meter
 - 7,000 gallons usage
 - Water: Typical Commercial Water Bill (Small)
 - 5/8" meter
 - 8,500 gallons usage
 - Water: Typical Commercial Water Bill (Large)
 - 2" meter
 - 63,000 gallons usage

3. Water Reclamation

- Financial Planning Assumption
 - 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
 - Operating fund cash flow summary
 - Operating fund cash flow summary \$ millions
 - FY20 revenue requirement \$ millions
 - Comparison FY20 cost of service to revenue under FY20 existing rates
 - Multifamily, commercial and governmental cost of service based on actual water use
 - Existing and proposed rates
 - Typical monthly residential bills 5,236 gallons (7ccf)
 - Typical monthly commercial bills (Small) 5/8" Meter 8,500 (11.4 ccf)
- 4. Bill Comparison
 - Typical commercial water and wastewater bills (Small)
 - 5/8" Meter
 - 8,500 gal (11.4 ccf) Water Use
 - Typical commercial water and wastewater bills (Large)
 - 2" Meter
 - 63,000 gal (84 ccf) Water Use
 - Community monthly bill comparison
 - Single family residential
 - 5/8" meter
 - 7,000 gallons water; 5,326 gallons (7 ccf) wastewater
 - 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 medial plan and direct mailings

Mayor Honea stated no one is interested in raising rates on residents; however, as explained by **Mr. Schladweiler** energy expenses are increasing and the Town is being proactive to ensure that our systems are well-maintained. He commended **Mr. Schladweiler and Todd Cristiano, Senior Manager with Raftelis** on the presentation and work done to bring the item forward.

Vice Mayor Post expressed concern over a drop in reserves asking whether it is mostly a one-time expenditure that it is used to keep the rates low. **Mr. Schladweiler** responded stating on the wastewater side, a drop in revenue the Town has a large cost associated with manhole replacement. Currently they have 25 manholes that are need of immediate replacement. The amount is spread out over five (5) years to make it more palatable. They would love to be able to replace them all at one time; however, it is not financially feasible at this time. They have other manholes that will be in need of replacement in the near future as well. Once they replace them, it would be with a different form of technology whereby manholes can last longer. Those are the primary cost on the wastewater side.

Vice Mayor Post asked whether **Mr. Schladweiler** finds that covering the renewable resource is cheaper or more expensive for customers who are not connected to Marana's Wastewater System, or is the cost the same across the board. **Mr. Schladweiler** replied stating either way, Marana has to provide the renewable resource. When we purchase that water, we have to incur those costs regardless. There is an added benefit for the customers on the wastewater side to receive some of that water back. With the recharging of the water, we have the added bonus of supporting Marana's Water Program. Either way, Marana will still have the need to purchase additional water resource and to pay the cost even with the existing customers with or without water reclamation. **Vice Mayor Post** stated the water rate increases are very reasonable, and would like to see it continue.

Council Member Bowen inquired about changing the commercial wastewater rate from a winter quarterly to actual usage. It is his assumption that most commercial properties do not have many grounds to maintain, as most water is used internally and therefore ends up in our wastewater system. He asked how the Town would handle a business that has a large campus (i.e. school). **Mr. Schladweiler** replied stating that was an area that they had reviewed and noted the increase was not significant as the business may be shut down for winter or summer breaks.

Council Member Bowen stated the **Town Clerk** had made him aware of the conflicting August date for the meeting. He asked that **Mr. Schladweiler** confirm the dates as we move forward.

Council Member Kai inquired about the stand pipe charge asking whether that is the stand pipe charge for someone with a 5,000 water tank to purchase water from the Town. **Mr. Schladweiler** affirmed that it is the amount charged. **Council Member Kai**

asked why the increase as there is no maintenance involved. **Mr. Schladweiler** stated they review this situation in the same manner as other fees and it is with a cost for service approach as there is maintenance involved. They do have computer programs in that area, as well as cards for each customer that has to be maintained or replaced overtime, and this is a one-time water use. The Town does not receive any of the water back as that resource will be used in areas outside of town limits which impacts to the water resource fee if we have to pay for the water. It all ties together and is a cost to service approach.

Council Member Kai asked whether the increase fee for water resource from \$.50 to \$1.13 is enough for future cost from the Central Arizona Project. **Mr. Schladweiler** stated he believes the proposed increase is enough based on projections and analysis by the Water Department and Raftelis for increasing CIP costs, groundwater withdrawal fees, etc. for the next five (5) years. This will likely be reevaluated at a later date.

Mayor Honea asked whether construction trucks that use fire hydrants will be charged the same rate as stand pipes. **Mr. Schladweiler** replied stating they do have a flat fee and a monthly minimum that they have to pay. Currently, they pay a \$65 monthly premium added to that the flat fee per 1,000 of water, approximately \$4.33/1,000 gallon. It is a flat fee, no tiered structure.

Mayor Honea expressed concern over someone who would come in for potable water and from the standpipe gets 5,000 gallons; next year will pay \$100. Yet a construction company will get the same 5,000 gallons and pay \$25, \$55 and \$75 for a truck load of that same water. It would be cheaper for the construction company than it is for the individual who is getting potable water. He asked whether there was any reason for that difference. **Mr. Schladweiler** stated he does not have a reason for that; it is a cost of service reason. With the standpipe, they do not typically use it nor have the same capacity as someone who has a separate location. There are higher capacities available to them throughout the Town. The opportunity to fill up at the standpipe is limited in terms of flow and capacity. **Mayor Honea** expressed his concerns over a construction company having to pay far less than an individual filling a water tank for a house.

Mr. Mehta stated this is an excellent point for the Town to consider. Between now and when the next meeting of Council in August, the Town will provide a better clarifying statement as to why the charges are structured in the manner proposed or make an adjustment accordingly. This hydrant water rate is also inclusive of the irrigation rates for the same thing. Irrigation or hydrant water is the same as compared to the standpipe which requires maintenance to support many at the same time. There will be some variation, but why the four to five times discrepancy between the two. This will come back to August at that time.

Mayor Honea stated \$20 and \$40 is a big difference between in price that he understands there is a \$55 upfront fee for construction, but a lot of those folks will get

10 to 12 loads over a month. He asked whether the \$55 is a monthly fee or an annual fee for usage. **Mr. Schladweiler** replied stating the base fee is \$65 it is a monthly minimum fee. **Mayor Honea** asked that staff look into the discrepancy of the differing fees as persons getting potable water are paying more than the construction companies for the same water.

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).

Council Member Ziegler commented on her previous remarks regarding dog parks stating dog parks are beginning to take off now. **Mayor Honea** responded stating he was the one who asked that the builders put water in the Joplin Estates Dog Park. People are telling him that they do not want a permanent water fountain at dog parks as there may be an increase of bacterial infection as well as wild animals getting into the water. They would prefer a faucet instead, and the parent would bring their own plastic container or dish for the animal. That is what he was trying to push, as we need to have water with having the extreme temperatures and wanting to care for our pets. He would rather not have a permanent drinking fountain as it is a way to pass disease and bacteria.

Council Member Ziegler stated as the evolution of dog parks have grown across communities and since the installation at the Crossroads at Silverbell, she asked **Former Town Manager Mr. Gilbert** whether the Town could install seating for the parents who were at the dog parks. Benches were installed. Then she requested some form of shade source for the patrons at the park, those were later installed. Now, we need to look at some standard policy language for dog parks. She believes that the Town was able to intercede before the new park was developed in Joplin Estates. That as we move forward we should have policy that defines the amenities in a dog park prior to

permitting a park to be developed including benches, shades, sails, and water sources. She appreciated **Mayor Honea's** comments on the water sources. The cost should be placed on the developer and not the Town of Marana.

Mr. Mehta stated he appreciates **Council Member Ziegler** bringing this item forward as the Town would begin to identify what resources or amenities our parks already have, but does not believe the Town currently has a policy or standard per se. There is a difference between the Town parks versus a developer's park that will later be maintained by the HOA or that private community. He asked that Council allow staff to do some research and come back at a later date with the findings. If at that time Council believes the Town needs to have a standardized policy, Town staff will need to come back to Council to see how the process would work with new dog parks.

While we were discussing this topic, **Jim Conroy, Parks & Recreation Director** text him to inform that the Town does currently have some of these dog parks and facilities, but it may not be housed inside of the fenced dog park area. He will bring this forward to Council in a form of a report and go from there.

ADJOURNMENT

Council Member Bowen moved and Council Member Kai seconded the motion to adjourn the meeting. Meeting adjourned at 8:37 PM.

Motion passed, unanimously: 7-0. (Viva voce)

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 18, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 08/06/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: August 6, 2019

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series 7 Beer and Wine bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741 (Cherry L. Lawson)

Discussion:

This application is for a series 7 Beer and Wine bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company located at 6918 N. Camino Martin Suite #120, 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 7 Beer and Wine Bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company, located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series 7 Beer and Wine Bar liquor license application submitted by Brian Euaine Vance on behalf of Catalina Brewing Company, located at 6918 N. Camino Martin Suite #120, Tucson, Arizona 85741.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of Common Types of Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 05/28/2019 @ 02:04:53 PM

Local Governing Body Report

LICENSE

Number:	Type:	007 BEER AND WINE BAR
Name:	CATALINA BREWING COMPANY	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	6918 N CAMINO MARTIN #120 TUCSON, AZ 85741 USA	
Mailing Address:	6918 N CAMINO MARTIN #120 TUCSON, AZ 85741 USA	
Phone:	(520)329-3622	
Alt. Phone:	[REDACTED]	
Email:	BRIAN@CATALINABREWINGCO.COM	

AGENT

Name:	BRIAN EUAINE VANCE
Gender:	Male
Correspondence Address:	6918 N CAMINO MARTIN #120 TUCSON, AZ 85741 USA
Phone:	[REDACTED]
Alt. Phone:	
Email:	BRIAN@CATALINABREWINGCO.COM

OWNER

Name: CATALINA BREWING COMPANY LLC
Contact Name: BRIAN VANCE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L17806802 State of Incorporation: AZ
Incorporation Date: 08/17/2012
Correspondence Address: 6918 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Phone: [REDACTED]
Alt. Phone:
Email: BRIAN@CATALINABREWINGCO.COM

Officers / Stockholders

Name:	Title:	% Interest:
BRIAN EUAINE VANCE	Managing Member, Stockholder	51.00
HENRY CONLEY ROWE	Managing Member, Stockholder	38.40

CATALINA BREWING COMPANY LLC - Managing Member, Stockholder

Name: BRIAN EUAINE VANCE
Gender: Male
Correspondence Address: 6918 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Phone: [REDACTED]
Alt. Phone:
Email: BRIAN@CATALINABREWINGCO.COM

CATALINA BREWING COMPANY LLC - Managing Member, Stockholder

Name: HENRY CONLEY ROWE
Gender: Male
Correspondence Address: 6918 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Phone: [REDACTED]
Alt. Phone:
Email: HANK@CATALINABREWINGCO.COM

APPLICATION INFORMATION

Application Number: 65879
Application Type: New Application
Created Date: 05/28/2019

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 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.
No
- 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
- 3) Please provide name, address, and Distance of nearest school.
SENTINEL PEAK HIGH SCHOOL- 2,500 ft
4125 W AERIER DR TUCSON AZ 85741
- 4) Please provide name, address, and distance of nearest church.
CHURCH OF JESUS CHRIST LDS- 5,000 FT
3659 W HORIZON HILLS DR TUCSON AZ 85741
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$9,300.00 & RESTORE UNUSABLE IMPROVEMENTS
- 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?
TOWN OF MARANA
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
TOTAL: \$302,793.00

WELLS FARGO BANK- SBA LOAN & C.C - \$186,400.00
PO BOX 2715 WINSTON SALEM NC 27102

CHASE BANK- CREDIT CARD - \$21,800.00
PO BOX 94014 PALATINE IL 60094

BRIAN VANCE & HENRY 'HANK' ROWE-NOTES TO OFFICERS- \$60,000.00
PO BOX 94014 PALATINE IL 60094

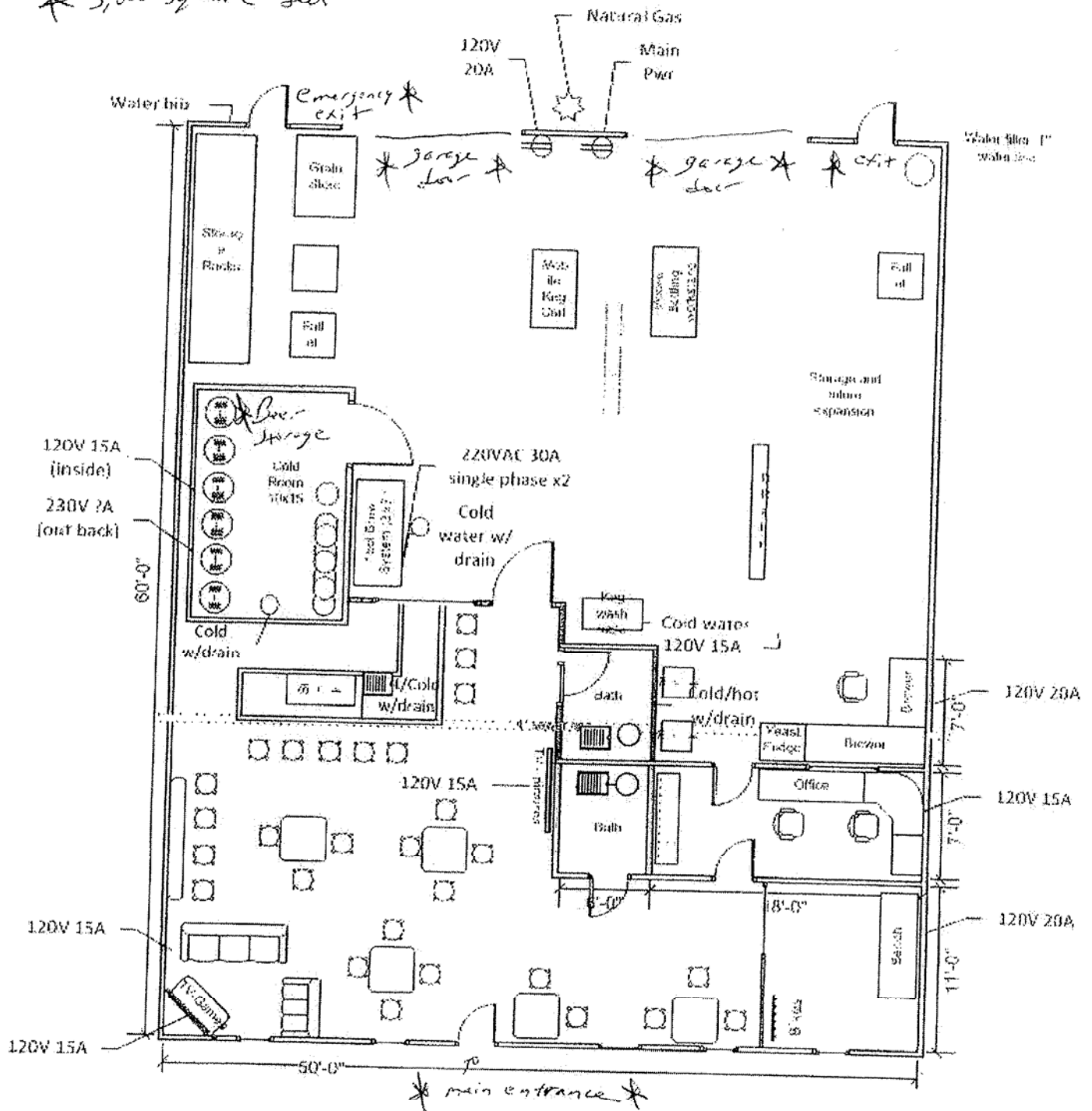
PAUL NORRIS- PERSONAL LOAN- \$34,593.00
PO BOX 1092 KALAMA WA 98625
- 13) Have you provided a diagram of your premises?
Yes

- 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.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

CBC layout - 1bbl brew system (1' grid) - 4/20

*19 MAY 28 Ltr. Lic. PM 2 22

* 3,000 square feet

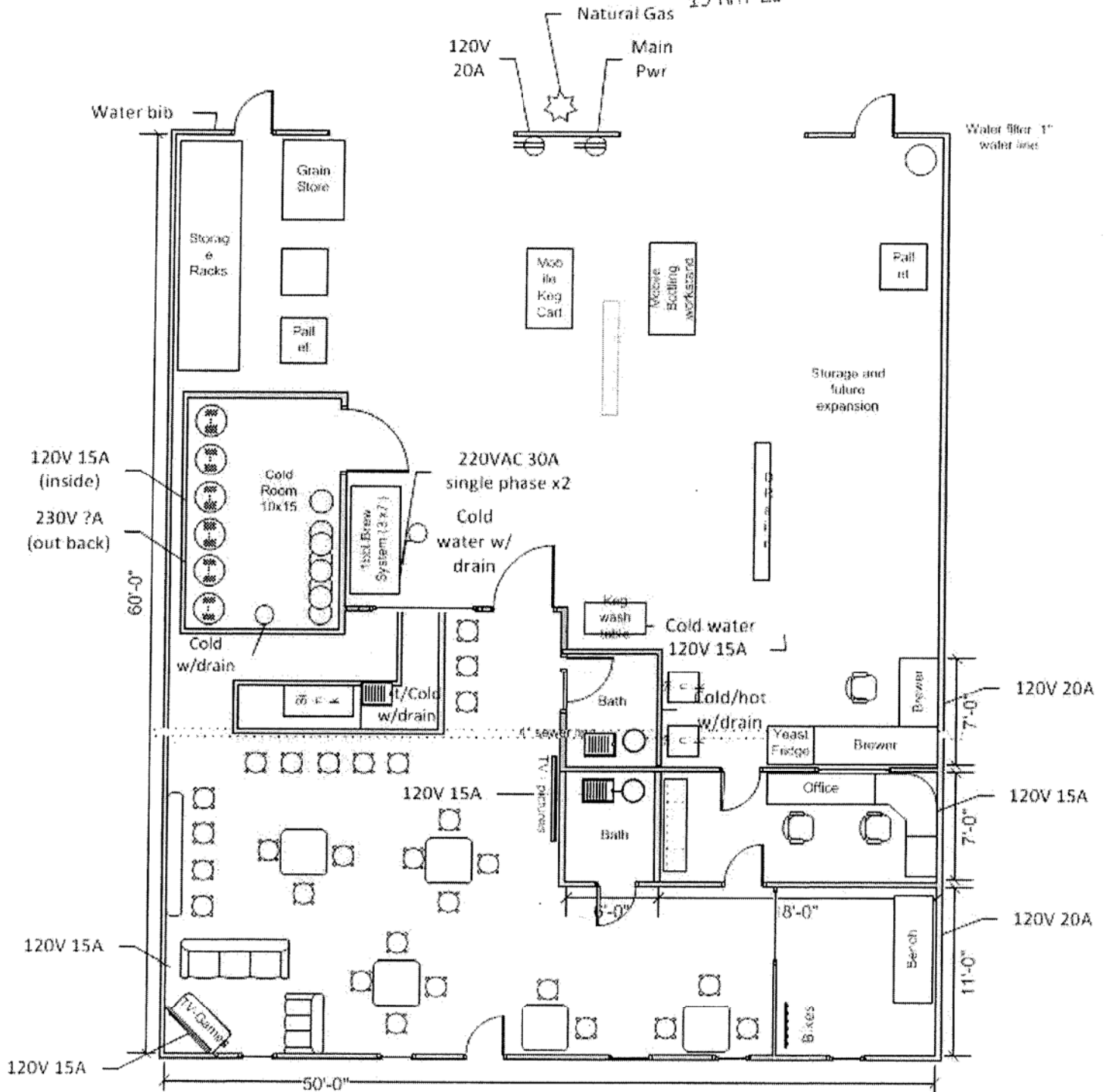


AMENDMENT

#65879
Catrina Brewing Company
Vance, Brian Elaine

CBC layout – 1bbl brew system (1' grid) – 4/20

*19 MAY 28 Lic. Lic. PM 2:22





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

POSTED 6/10/2019
830 AM JB

REMOVED 6/21/2014 130 PM JLB

AFFIDAVIT OF POSTING

Date of Posting: June 10, 2019 Date of Posting Removal: _____

Applicant's Name: Vance Brian Euaine
Last First Middle

Business Address: 6918 N. Camino Martin Suite #120 Tucson 85741
Street City Zip

License #: 65879

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

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

Elton Burns Jr #1034 6/10/2019
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 #: 65879
(Circle one) (Arizona application #)
2. County of: Pima County City/Town/County #: 2019-12
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 6th of
(Governing body) (Regular or special) (Day)
August, 2019 considered the application of Brian Euaine Vance
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application #65879,
(Arizona liquor license application #)
for the license series #: type Series # 7 Beer and Wine Bar as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Brian Euaine Vance
(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: 08/06/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: August 6, 2019

Strategic Plan Focus Area:
Progress & Innovation

Strategic Plan Focus Area Additional Info:

Progress and Innovation: Foster an open atmosphere that embraces change, creativity, innovation, and calculated risk. In order to accomplish this, we will:

Objective #3

- Align our organizational culture and internal processes and procedures to support an efficient and effective business-focused model for service delivery.

Subject: Resolution No. 2019-075: Relating to Boards, Commissions and Committees; approving the appointment of John Beale to the Marana Public Safety Personnel Retirement System (PSPRS) Local Board (Cherry L. Lawson)

Discussion:

The term of one of the members of the Public Safety Personnel Retirement System (PSPRS) Local Board expired on June 30, 2019. The Town Clerk's Office solicited applications for the vacancy and received one application, after the close of the public notice. Applicant John Beale submitted his interest for the four-year term expiring June 30, 2023. A copy of Mr. Beale's application is attached for Council's review.

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

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

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2019-075, appointing John Beale to the Marana Public Safety Personnel Retirement System (PSPRS) Local Board with a term expiring June 30, 2023.

Attachments

Resolution No. 2019-075
Application

MARANA RESOLUTION NO. 2019-075

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; APPROVING THE APPOINTMENT OF JOHN BEALE TO THE MARANA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS) LOCAL BOARD

WHEREAS the Town of Marana has created the Marana Public Safety Personnel Retirement System (PSPRS) local board pursuant to A.R.S. § 38-847 to administer the system for the Town and to make the provisions of the system effective for the Town; and

WHEREAS A.R.S. § 38-847 provides that two members of the local PSPRS Board shall be citizens appointed by the mayor with the approval of the Town Council; and

WHEREAS one citizen member's term expired on June 30, 2019, and Mayor Ed Honea desires to appoint John Beale to the Marana Public Safety Personnel Retirement System local board for a four-year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that John Beale is hereby appointed to the Marana Public Safety Personnel Retirement System (PSPRS) local board for a four-year term, ending June 30, 2023.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August, 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:

June 20th, 2019 @ 6:13pm

Board or Commission	Public Safety Personnel Retirement System
Please upload your resume here.	https://seam.ly/aASCnHZW
First Name	John
Last Name	Beale
Email	[REDACTED]
Full Address	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
How many years have you lived at this address?	18 (Jan, 2001 - Present)
How many years have you lived in Marana?	18 (Jan, 2001 - Present)
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Retired
Employer	Self-employed/Retired
What is your vision for the Town?	Growth-scalable, provide leading edge public services, water management, Leadership to stay in touch with the Marana community and keep them informed. Safe, secure and first responders to invest into the community. Clean, maintained and issues timely addressed and resolved. Unified council and leadership.
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 management - long-term source and availability Population growth-citizens, companies and immigrants Managing the town budget - expenditures and sources for revenue
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Commercial and sports facilities for the changing culture. Spa facilities. Landscape-mountains, hiking, biking and general outdoor activities with our climate. Very clean, safe, small violence-crime, excellent focus to include technology in our communities Excellent work force and environment for new businesses/manufacturing.

Please explain your professional background	<p>Health Care industry – Managing and providing implementation process-teams-product to any hospital, clinic, doctor office, specialty services nationwide. Consistent and repetitive interaction with customers at all levels-Execs to front line staff/care givers.</p> <p>Director level responsible for revenue-expense budgets, monthly/quarterly/annual targets and reporting.</p> <p>Managing HR duties for building product teams to deliver-install-train-support our products.</p> <p>Hired, fired, Improvement plans for all level of staff. Significant hiring experience and consulting to find the right person for the right job. Mentored and promoted many staff, even up to the Director level.</p> <p>Worked closely with Executive Management, HR, Legal, Finance, Accounting, Manufacturing, Shipping, Sales/Marketing and Development.</p>
Describe your experience working with a Council-appointed board or commission	Very little – attended a Marana Council meeting when discussing the approval of the Marana Police Department facilities and funding.
Describe a time when you had to stand firm and make a tough or unpopular decision	<p>During my tenure at Sunquest Labs as the Director of Application Interfacing, I made the decision to reorganize how and who was responsible for generating the monthly department revenue projections. I was responsible for providing these projections monthly the department and my job was riding on these numbers.</p> <p>So, I reassigned this revenue responsibility to all 3 of my assigned managers instead of just one. This process had been going on for many years, so the change was not accepted by all of the managers and some of the lead staff. I had to detail the need for spreading this critical responsibility instead of just one manager controlling it. Essentially assuring that no one manager was controlling the work flow and revenue generation.</p> <p>After a few months, the managers bought in and actually liked getting more into the revenue projects and when they were scheduled. Helped build more confidence and moved them out of there comfort zones. Later, one of these managers moved on to a Director level position.</p>
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.	<p>“This comment below is related to the cases that I would hear in these board meetings. Relating to the staff retirements, not to a location.”</p> <p>There are always 2 sides to every story/event. I believe all statements should be heard and no comments or suggestions should be suppressed.</p> <p>Facts, sequence, responsibility, timing and consistency help with the evaluation/decision.</p>
Full Name	Terry Rozema
Full Address	Marana Police Department, West Civic Center Drive Tucson AZ 85653
Relationship	Neighbor-friend
Phone Number	<div style="background-color: black; width: 100px; height: 20px;"></div>
Full Name	Ashwyn Singh

Full Address	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 40px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 15px; height: 15px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 35px; height: 15px;"></div>
Relationship	Colleague, employee, peer
Phone Number	<div style="background-color: black; width: 80px; height: 15px;"></div>
Phone Number	<div style="background-color: black; width: 80px; height: 15px;"></div>
Name of Business	NA
Person with Interest	NA
Type of Interest	NA
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?	NA
Signature Data	<p>First Name: John</p> <p>Last Name: Beale</p> <p>Email Address: <div style="background-color: black; width: 130px; height: 15px;"></div></p> <p style="text-align: center; font-family: cursive; font-size: 1.2em; margin-top: 20px;">John Beale</p> <p>Signed at: 06/20/2019 06:08PM</p>



Council-Regular Meeting

A1

Meeting Date: 08/06/2019

To: Mayor and Council

From: Steven Cheslak, Principal Planner

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2019.018: Relating to Development; amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-9 (Parking); repealing existing Title 22 (Off-Street Parking and Loading) of the Marana Land Development Code; and designating an effective date (Steven Cheslak)

Resolution No. 2019-076: Relating to Development; declaring as a public record filed with the Town Clerk new Chapter 17-9 (Parking) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.018 (Steven Cheslak)

Discussion:

Request

Staff is requesting approval of the new Chapter 17-9 (Parking) of the Marana Town Code, a comprehensive update of the Town's parking regulations currently found in Title 22 (Off-Street Parking and Loading) in the Marana Land Development Code.

History

Title 22 (Off-Street Parking and Loading) was adopted to the Land Development Code by the Town Council on September 5th, 1995, by Ordinance 95.22 and revised in 2015, by Ordinance 2015.019, addressing ADA parking standards. As part of the current effort to update the Land Development Code, Town staff has been working on comprehensive revisions to Title 22. In addition to revisions of elements in the Parking Code, Title 22 is proposed to be renamed and replaced by Chapter 17-9 (Parking) in the Town Code as part of the Land Development Code migration to the Marana Town Code.

Code Clean-up and Additions

Title 22 (Off-Street Parking and Loading) is a comprehensive body of regulation that was established to provide development criteria for on-site parking and loading related to: size and access requirements, number of spaces required per the use of the site, parking area requirements related to development and maintenance, curbing, screening, landscaping, surfacing, lighting and residential parking. Because of the broad scope of the parking related regulations and lack of updates over the years, a review was done against all current Code regulations related to parking and site development. This study revealed numerous updates have occurred over the years in the Development Engineering and Planning sections of the Code related to various aspects of parking regulation but not currently reflected in Title 22. As a part the Code revision process, work has been done to update and remove the duplication of regulation in the new Code.

In addition to reviewing Title 22 against existing Town regulation, staff has incorporated new regulation related to parking lot design and now features Low Impact Design elements that include:

- Compact car allowance
 - Up to 30% of total parking spaces
- Parking lots with more than 100 spaces
 - Parking lot design to be divided
- Parking lots with more than 400 spaces
 - Must incorporate stormwater management techniques
 - Landscape areas may be credited against larger on-site detention/retention basins
- Bicycle parking
 - Criteria for location and design

Parking Code Update

Traditionally, the Town and other jurisdictions have determined the number of parking spaces required in a development by referring to a list of uses in a parking code with an assigned square footage ratio, e.g., a retail store use requires one parking space per 200 square feet of floor space. While this method has worked in the past, the way in which we conduct business today has changed and is continuing to evolve with the advent of the digital revolution. The biggest change is the retail world where on-line shopping, home delivery and on-site parking lot pick-up or drop-off have reshaped the traditional way we interact with businesses. At the same time, the demand and growth in new types of business models such as TopGolf, with multiple types of uses in one building, forces us to examine our regulations as consumers choose to invest in experiences rather than products. In an effort to respond to current trends in the development world and keep up with the pace of change that's happening in our society today, the burden of determining the appropriate number of parking spaces required for a specific use is proposed to be shifted to the developer.

To achieve the goal of allowing the developer to determine their own parking needs, while satisfying the Town's desire for appropriate parking, Chapter 17-9 will require a parking justification analysis with detailed, specific requirements for all new development. The justification analysis will be based on standard traffic modeling practices, require Planning Director approval or be rejected with an explanation

allowing for revision or appeal to the board of adjustment. This proposed methodology will create flexibility for the developer while still granting the Town the ability to maintain what's best in the interest of the public, now and in the future.

Public Engagement

A proposed Parking Code update presentation was given to the Planning Commission in July of 2018 and to the Town Council in September of 2018. The input received was incorporated into the document, announced and posted on the Town website for review and public comment. The Marana Chamber of Commerce and the Metropolitan Pima Alliance (MPA) were also informed and received copies in September of 2018. Since then, staff has attended multiple MPA events, discussing and presenting the proposed revisions to the Code with positive feedback received.

The Planning Commission considered the draft Parking Code at a public hearing held on May 29, 2019. The Commission voted unanimously (6-0) to recommend approval of the proposed parking regulations.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2019.018, amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-9 (Parking); repealing existing Title 22 (Off-Street Parking and Loading) of the Marana Land Development Code; and designating an effective date.

Suggested Motion:

I move to approve adopt Ordinance No. 2019.018, amending Title 17 (Land Development) of the Marana Town Code by adding new Chapter 17-9 (Parking); repealing existing Title 22 (Off-Street Parking and Loading) of the Marana Land Development Code; and designating an effective date.

Attachments

Ordinance No. 2019.018

Resolution No. 2019-076

Existing Title 22

MARANA ORDINANCE NO. 2019.018

RELATING TO DEVELOPMENT; AMENDING TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE BY ADDING NEW CHAPTER 17-9 (PARKING); REPEALING EXISTING TITLE 22 (OFF-STREET PARKING AND LOADING) OF THE MARANA LAND DEVELOPMENT CODE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS Title 22 (Off-Street Parking and Loading) of the Marana Land Development Code was adopted by the Town Council on September 5, 1995 by Ordinance 95.22 and revised in 2015 by Ordinance 2015.019 to address ADA parking standards; and

WHEREAS Town staff has been working on comprehensive revisions to the parking regulations as part of the current effort to update the Land Development Code and migrate its provisions to Chapter 17-9 (Parking) of the Town Code; and

WHEREAS the Marana Planning Commission held a public hearing on May 29, 2019 and voted 6 to 0 (Commissioner Fehrmann absent) to recommend approval of the comprehensive revisions to the parking regulations; and

WHEREAS the Marana Mayor and Town Council held public hearings on August 6, 2019, and determined that this ordinance should be approved.

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

Section 1. Marana Town Code Title 17 (Land Development) Chapter 17-9 (Parking), one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, and which was made a public record by and attached as Exhibit A to Resolution No. 2019-076 of the Town of Marana, Arizona, is hereby referred to, adopted, and made a part of this ordinance as if fully set out here.

Section 2. Existing Title 22 (Off-Street Parking and Loading) of the Marana Land Development Code is hereby repealed.

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

Section 4. All ordinances, resolutions 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 5. A final binding judicial determination that any section, subsection, sentence, clause, phrase or portion of this ordinance is invalid or unconstitutional shall not affect the validity of the remaining portions of this ordinance.

Section 6. This ordinance shall become effective on September 6, 2019.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2019-076

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK NEW CHAPTER 17-9 (PARKING) OF TITLE 17 (LAND DEVELOPMENT) OF THE MARANA TOWN CODE ADOPTED BY MARANA ORDINANCE NO. 2019.018

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that new Chapter 17-9 (Parking) of Title 17 (Land Development) of the Marana Town Code adopted by Marana Ordinance No. 2019.018, a copy of which is attached to and incorporated in this resolution as Exhibit A, and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-076
Town Code Chapter 17-9 (Parking) adopted by Marana Ordinance No. 2019.018*

CHAPTER 17-9. PARKING

Sections:

17-9-1	Purpose.....	1
17-9-2	Parking requirements.....	1
17-9-3	Access and circulation.....	4
17-9-4	Bicycle parking.....	5

17-9-1 Purpose.

The purpose of this chapter is to ensure new development and redevelopment have flexibility in addressing parking demand, and to improve the visual appeal of the town by regulating the placement, layout, and design of parking areas and garages.

17-9-2 Parking requirements.

A. General.

1. At least two off-street spaces within a fully enclosed garage shall be provided for residential uses on lots of 16,000 square feet or less.
2. For all other uses, a parking justification analysis shall be provided.
 - a. The parking justification analysis shall include the following minimum contents:
 - i. An analysis of the parking demand from the existing and proposed onsite buildings or uses, including hours of operation and peak use time and demand for each proposed building or use.
 - ii. The number and location of proposed onsite parking spaces (including accessible parking spaces).
 - iii. The data source used to establish the number of proposed onsite parking spaces.
 - iv. The existing and future anticipated available parking within and in the vicinity of the proposed development.
 - v. If parking demand is proposed to be addressed offsite, reference to or copies of any shared parking agreement or other evidence of a right to park in that location.
 - vi. The location and distance from the site to existing residential neighborhoods and an explanation of how or why the proposed buildings or uses will not place a parking burden on residential streets.
 - vii. Discussion of whether the proposed development or uses will be catering to or may likely attract bicyclists, and if so, the location and number of bicycle racks.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-076
Town Code Chapter 17-9 (Parking) adopted by Marana Ordinance No. 2019.018

- viii. Off-street loading requirements and impacts on surrounding uses and properties.
- ix. Any other information deemed appropriate by the town engineer, including without limitation a traffic study.
- b. The parking justification analysis process:
 - i. Submission to the planning director.
 - ii. Approval or rejection with explanation.
 - iii. Revision or appeal to board of adjustment.
- c. Standards for parking justification analysis consideration
 - i. The planning director may reject the parking justification analysis if it fails to address any adverse impacts on surrounding properties or the public.
 - ii. Parking demand shall be determined using standard modeling practices.
 - iii. Available parking shall include any parking available within 660 feet of the proposed use.
 - iv. Where the proposed development or uses will be catering to or may likely attract bicyclists:
 - a) Parking areas that exceed 20 spaces must provide at least one bicycle parking space for each 20 vehicle parking spaces or fraction thereof.
 - b) Spaces are determined by the number of bicycles that the manufacturer specifies that the bicycle rack will accommodate, subject to section 17-9-4 B.
- B. Water harvesting. Parking areas that exceed or are planned to exceed 400 spaces must incorporate water harvesting, consisting of one or more of the following elements, which can be credited against detention/retention requirements of this title:
 - 1. Bioretention areas—planted areas designed to filter, store, and infiltrate stormwater by utilizing mulch, soil and plant root systems to retain, degrade and absorb pollutants.
 - 2. Pervious pavement systems—pavement comprised of a permeable surface with an underlying aggregate base course, allowing stormwater to infiltrate through the surface for direct recharge into the soil or collection into a bioretention area.
 - 3. Site grading and drainage designed and constructed to direct runoff to bioretention and pervious pavement areas.
 - 4. Curb-cut inlets and outlets that direct runoff into and out of bioretention and pervious pavement areas.
- C. Accessible parking. Accessible parking must be provided for all multifamily and non-residential uses as required by law.

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-076
Town Code Chapter 17-9 (Parking) adopted by Marana Ordinance No. 2019.018*

D. Location. The requirements of this paragraph apply in all zones except downtown and blended use zones.

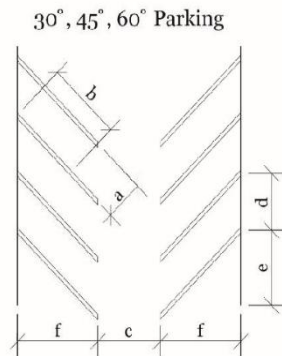
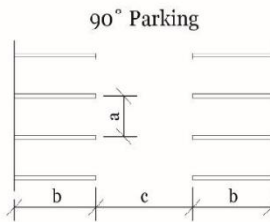
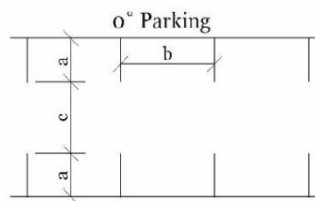
1. Required parking spaces for residential uses must be located on the same lot as the residential use, or in a designated shared parking area located on an abutting lot or on a lot directly across a neighborhood or collector street.
2. Parking for residential uses on lots of 16,000 square feet or less is prohibited on any portion of the front yard setback other than on a driveway.
3. No unenclosed residential parking area or space may be used for the repair, dismantling, or servicing of vehicles or equipment or for the storage of vehicles, equipment, materials, or supplies.
4. A commercial motor vehicle as defined in A.R.S. § 28-5201 may not be parked or stored in an unenclosed residential parking area or space or driveway.

E. Design.

1. General. The following standards apply to proposed development of parking areas that meet the size threshold listed below.
 - a. Each surface parking lot with parking spaces abutting a public street requires screening along the street in the form of walls, evergreen landscaping, or a combination of the two. Screening must be a minimum of 42 inches high, and must be located outside the site visibility triangle. Where walls are provided, they must harmonize with building colors and materials.
 - b. Each surface parking lot containing more than 100 spaces must divide the parking lot into separate areas each containing fewer than 100 spaces that are separated by one or more of the following:
 - i. Landscaped swale.
 - ii. Landscaped pedestrian path not less than 10 feet wide.
 - iii. Primary or accessory building.
 - c. Each surface parking lot containing more than 400 spaces must incorporate water harvesting (see paragraph B above)
2. Dimensions. Off street parking spaces are subject to [table 1 below](#), as measured along the curb for stall width and perpendicular to the curb for stall depth. The length of a parking space may be reduced by up to one and one-half feet for a vehicle overhang area. The parking space must have a vertical clearance of at least seven feet.

EXHIBIT A TO MARANA RESOLUTION NO. 2019-076
Town Code Chapter 17-9 (Parking) adopted by Marana Ordinance No. 2019.018

Table 1. Parking lot dimensions



REGULAR PARKING SPACING					
	0°	30°	45°	60°	90°
a	9'-0"	9'-0"	9'-0"	9'-0"	9'-0"
b	21'-0"	18'-0"	18'-0"	18'-0"	18'-0"
c*	15'-0"	13'-0"	14'-0"	18'-0"	22'-0"
d		17'-0"	12'-0"	9'-10"	
e		28'-4"	18'-8"	11'-5"	
f		16'-4"	18'-8"	19'-10"	

HANDICAP PARKING SPACES					
	0°	30°	45°	60°	90°
a	14'-0"	14'-0"	14'-0"	14'-0"	14'-0"
b	23'-0"	19'-0"	19'-0"	19'-0"	19'-0"
c*	15'-0"	13'-0"	14'-0"	18'-0"	24'-0"
d		28'-0"	19'-0"	16'-2"	
e		34'-5"	22'-0"	13'-0"	
f		19'-11"	22'-0"	23'-0"	

SMALL CAR PARKING SPACES					
	0°	30°	45°	60°	90°
a	9'-0"	9'-0"	9'-0"	9'-0"	9'-0"
b	19'-0"	15'-0"	15'-0"	15'-0"	15'-0"
c*	15'-0"	13'-0"	14'-0"	18'-0"	21'-0"
d		17'-0"	12'-0"	9'-10"	
e		25'-9"	16'-7"	9'-11"	
f		14'-10"	16'-7"	17'-3"	

* Minimum of 20 feet for two-way traffic

- a. All spaces must include striping to meet the minimum dimensions for parking stalls.
- b. No more than 30% of the required off-street parking spaces may be for compact cars and must be marked as such. Compact car space requirements are subject to [table 1 above](#).

17-9-3 Access and circulation.

The following standards apply to driveways, access drives, and parking areas, unless an exception or different standard is provided elsewhere in this title.

A. All residential other than multi-family.

1. The maximum width for surfaced parking and driveways in the front yard setback must not exceed 30 feet.
2. Access must be at least nine feet in width and paved in accordance to town standards.
3. Two adjacent townhomes may share a driveway centered on the property or parcel line with a maximum combined width of 30 feet.

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-076
Town Code Chapter 17-9 (Parking) adopted by Marana Ordinance No. 2019.018*

4. In the downtown and blended use areas, tandem parking is permitted. A tandem parking space may be counted toward off-street parking requirements if both spaces are under the control of the same party.

5. No more than two access points are permitted from any one street.

B. All other uses.

1. Public parking areas must be designed so vehicles do not have to back out of the parking area onto a public street.

2. Driveways must be a minimum of ten feet wide for a single lane. A two-lane driveway must be twenty feet in width.

3. Access points to public roadways, distances between driveways, separations from intersections, and other similar traffic safety conditions shall meet current town engineering requirements and be approved by the town engineer.

4. Surfacing and drainage:

a. Driveways, parking lots, and display areas for vehicle parking must be surfaced to current town engineering requirements and be approved by the town engineer.

b. Every parking lot is subject to approval of a site plan review process.

17-9-4 Bicycle parking.

A. Bicycle parking installation. Bicycle racks should be:

1. Located in highly visible, well-lit areas within 50 feet of a building entrance used by the public,

2. Placed on and accessible by hard and stable surfaces,

3. Securely and permanently anchored to the ground, and

4. Installed in such a manner that the rack's parking capacity can be fully utilized.

B. Bicycle parking design.

1. Each bicycle rack shall be constructed of durable material and capable of accommodating more than one bicycle.

2. An acceptable option is a bicycle rack constructed of tubular steel with an inverted U design that measures 20" to 30" wide by 32" to 36" tall when installed.

3. Each bicycle rack shall meet all of the following requirements:

a. Constructed of tubular steel with a minimum of 1/10" wall thickness, or similarly durable material.

b. Provide two points of support for each bicycle frame.

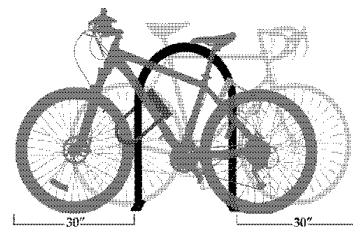


Figure-A. A properly designed and installed bike rack provides two parking spaces

*EXHIBIT A TO MARANA RESOLUTION NO. 2019-076
Town Code Chapter 17-9 (Parking) adopted by Marana Ordinance No. 2019.018*

- c. Allow the bicycle frame and one wheel to be locked to the rack using a typical U-shaped lock without disassembling the bicycle.
 - d. Accommodate a wide variety of bicycle sizes and types.
- C. Bicycle racks must not be located within:
 - 1. Five feet of hydrants, loading zones and bus stop markers,
 - 2. Three feet of curbs, driveways and manholes; and
 - 3. Thirty inches of other bicycle racks, walls, utility meters, tree planters, and other obstructions.
- D. Bicycle racks installed perpendicular to walkways must allow for a minimum clearance of six feet for pedestrian paths.

**TITLE 22
OFF-STREET PARKING AND LOADING**

SECTIONS:

22.000	Purpose
22.010	When required
22.020	Size and access requirements
22.030	Number of spaces required for designated uses
22.050	Parking areas-Development and maintenance
22.060	Parking areas-Curbing required-specifications
22.070	Parking areas-Screening requirements
22.080	Parking areas-Landscaping
22.090	Parking areas-Surfacing requirements
22.100	Limitations on areas to be used
22.110	Parking areas-Lighting arrangements
22.120	Off-Street Loading-Number and size of spaces to be maintained
22.130	Residential parking-Front setback restrictions
22.140	Residential parking-Garage requirement
22.150	Residential parking-Conversion to living purposes-Approval required
22.160	Appeals

22.000 Purpose

The purpose of these regulations is to establish an orderly manner of providing on-site parking and loading areas and access to areas of adequate capacity, and appropriate location and design. These parking requirements are intended to provide sufficient parking based on use and intensity and to maintain the traffic carrying capacity of nearby streets.

22.010 When required

At the time any building or structure is erected, enlarged or increased, or any use is established, off-street parking spaces for automobiles shall be provided in accordance with the requirements herein. When an addition is made to an existing building, only the square feet in the addition need be used in computing the required parking.

22.020 Size and access requirements

Size and access of off-street parking and loading facilities shall be as follows:

1. Parking in such a way that in order to egress from the property vehicles must back across any street right of way may be permitted only at single-family residences and duplex residences.
2. Access to parking spaces may not be less than nine feet in width and paved in accordance to Town standards.
3. Driveways used to serve two to four dwelling units shall be a minimum width of twelve feet if the furthest unit is eighty feet or less from the front

property line. If such unit is more than eighty feet from the front property line, then the minimum width shall be fifteen feet.

4. Driveways used to serve five or more dwelling units shall be a minimum width of fifteen feet for a single lane entrance and exit. A two lane driveway, used for an entrance and exit, shall be no less than twenty-five feet in width and need not exceed eighteen feet in width. All turning areas and aisles shall be adequate to provide safe and efficient access to and from the parking area in accordance to the standards administered by the Town Engineer.
5. Access points into the property shall be not more than two driveways from any one street.
6. Driveways shall not be closer to each other than twenty (20) feet except where a greater distance may be required by other provisions of this code.
7. Each driveway shall be not more than thirty (30) feet in width, measured at right angles to the center line of the driveway, except as that distance may be increased by permissible curb return radii.
8. On corner lots, no driveway shall be closer than thirty five (35) feet to the point of intersection of the right-of-way lines of the intersection.
9. Surfacing and Drainage: Every parking lot, including display areas for vehicle parking, shall be paved with two (2) inches of asphalt concrete over four (4) inches of aggregate base course or four (4) inches of Portland Cement Concrete reinforced with #8 rebar, six (6) inch by six (6) inch wire weld mesh over a sub-base compacted to ninety-five (95) percent density and properly drained with a minimum grade of 0.5% and a maximum grade of 6%. Every parking lot shall be subject to approval of a Site Plan Review process.
10. Tandem parking shall not qualify as acceptable parking. Tandem parking shall be defined as one vehicle parked directly behind another vehicle, but not designated as a parallel parking situation. See Illustration "A" below:

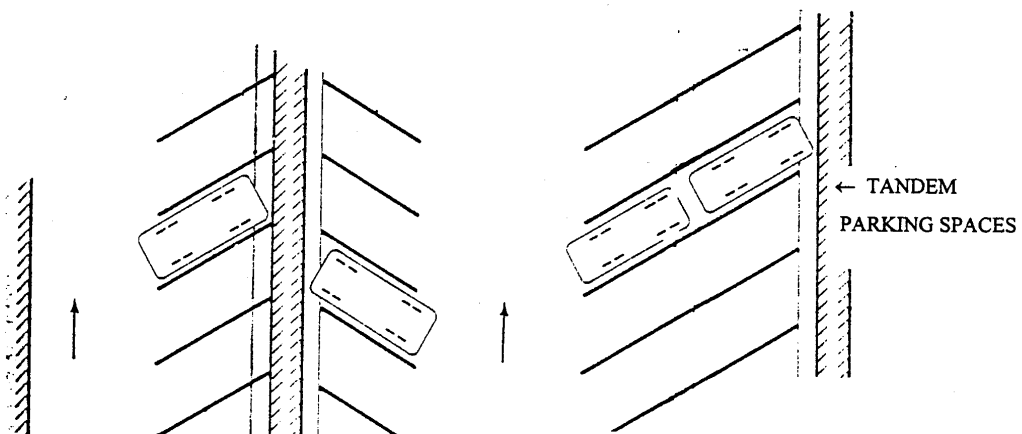


ILLUSTRATION "A"

11. Access and Traffic Control:
- a) All uses shall have access limited to the collector or arterial streets.
 - b) All buildings, other structures, parking and loading areas, shall be physically separated from all non-arterial or collector streets by vertical curbs and other suitable barriers and landscaping to prevent unchanneled motor vehicle access. Except for the access ways permitted in (c) below, the barrier shall be continuous for the entire length of the property line.
 - c) Each property shall have appropriate access ways to the street. In addition, each access way shall comply with the following:
 - 1) Curb returns shall have a minimum radius of twenty-four (24) feet.
 - 2) At its intersection with the property line, no part of any access way shall be nearer than one hundred (100) feet to the intersection of any two (2) street rights-of-way lines, nor shall any such part be nearer than fifty (50) feet to any side or rear lot line.
 - 3) The number and location of access ways shall be so arranged that they will reduce traffic hazards as much as possible.
12. Parking area dimensions shall conform to Table 1: Standard Parking Dimensions.

22.030 Number of spaces required for designated uses

“Floor area” shall refer to gross floor area used by tenants, service areas, storage areas, public areas used for customers, including area occupied by fixtures and equipment.

The number of off-street parking spaces shall be as set forth below:

- | | |
|--|--|
| 1. Automobile sales facility: | 1 for each 400 s.f. or 1/10 of the maximum storage capacity, whichever is greater. |
| 2. Automobile service and repair: | 1 for each 400 s.f. of floor area. |
| 3. Banks and savings and loans: | 1 for each 200 s.f. of floor area; 4 spaces minimum |
| 4. Business offices: | 1 for each 300 s.f. of floor area; 4 spaces minimum |
| 5. Bowling facility | 5 per each bowling lane plus 1 per each employee |
| 6. Car wash, self service or attendant-operated: | 3 for each stall plus 1 for each employees |
| 7. Churches and private schools: | 1 for each 3.5 seats in an auditorium or 1 for each 17 classroom seats, whichever is greater |

TOWN OF MARANA, ARIZONA
LAND DEVELOPMENT CODE

- | | |
|--|--|
| 8. Dance halls, exhibit halls, clubs and lodges: | 1 for each 50 s.f. of floor area used for assembly or dancing |
| 9. Dwelling, Manufactured home: | 2 spaces per pad. If located within a mobile home park, then 1 guest space for each 5 pads up to 50 pads and 1 space for each 10 pads thereafter |
| 10. Dwellings, multiple: | 1-1/2 per unit for each studio or 1-bedroom apartment
2 per unit for each 2-bedroom apartment or larger
In addition, 1 guest space for each three units shall be provided.
One space per unit shall be covered parking. |
| 11. Dwellings, single-family, duplex: | 2 for each family or unit, each space shall be a minimum area of 400 s.f., within a garage or carport. |
| 12. Dwellings, townhouses: | 2 for each unit, each space shall be a minimum area of 400 s.f., within a garage or carport. |
| 13. Furniture and appliance store: | 1 for each 600 s.f. of floor area. |
| 14. Hospitals: | 1-1/2 for each bed |
| 15. Hotels, motels, and motor hotels: | 1 for each sleeping unit, plus 1 for each 25 rooms |
| 16. Machinery sales and service garages: | 1 for each 400 s.f. |
| 17. Manufacturing plants and laboratories: | 1 for each 1-1/2 employees at any one time or 1 for each 800 s.f., whichever is greater |
| 18. Medical and dental clinics and offices: | 1 for each 200 s.f. of floor area: minimum of 5 |
| 19. Nursing homes: | 1 for each 3 beds |
| 20. Restaurant Drive-thru, take-out, snack stands: | 15 spaces minimum |
| 21. Restaurant, bars and night clubs: | 1 for each 2-1/2 permanent seat capacity, excluding the dance floor or assembly area without fixed seating which shall be calculated as 1 space per 50 s.f. of floor area |
| 22. Retail stores: | 1 for each 200 s.f. of floor space |
| 23. Rooming and lodging houses: | 1 for each bedroom |
| 24. Schools | |
| Elementary: | 1 per teacher or employees, plus 5 spaces |
| Jr. High: | 1 per teacher or employees, plus 5 spaces |
| High: | 1 per 4 students |

- | | |
|--|---|
| 25. Sports arenas, auditoriums, theaters, meeting halls: | 1 for each 3 seats of maximum seating capacity |
| 26. Storage facility (multi-unit) | 1 for each 150 floor area of office area. |
| 27. Swimming Pools | 2 per each 100 square feet of water area |
| 28. Warehousing, service and maintenance centers: | 1 for each 1-1/2 persons employed at any one time or 1 for each 1,000 s.f., which ever in greater |

22.050 Parking areas- Development and maintenance

Every parcel used as a public or private parking area, including a commercial parking lot and also an automobile, farm equipment, or other open-air sales lot, shall be developed and maintained in accordance with the requirements set forth in Section 22.060 through 22.015 below.

22.060 Parking areas-Curbing required-specifications

Off-street parking areas for more than five vehicles shall provided with suitable concrete curb or horizontal timber barrier not less than six inches in height, located not less that two feet from any street, walkway or alley right-of-way line. All curbs or barriers shall be permanently anchored in a manner satisfactory to the Town Engineer. The purpose of such curb is to confine vehicles entirely within said premises, except in those cases where a wall is provided on the boundaries of the premises which, in the opinion of the planning administrator, is of such construction as to suitably protect the adjoining property.

22.070 Parking areas-Screening requirements

Off-street parking for more than five vehicles shall be effectively screened by a ten-foot wide landscaped strip and a masonry wall or fence of acceptable design. Minimum wall or fence height shall be not less than three and one-half feet and shall not exceed more than six feet in height and shall be maintained in good condition. Such wall or fence shall be free of any advertising, unless approved otherwise as part of planned sign program. The requirements specified herein may be eliminated in whole or in part where, in the opinion of the Planning Administrator, such requirements are not necessary for the proper protection of abutting property or other equally valid reasons.

22.080 Parking areas-Landscaping

The total parking area shall be landscaped in accordance with the landscape requirements adopted by the Town. Such landscaped area shall not be less than ten percent (10%) of the total area used for parking and access.

22.090 Parking areas- Surfacing requirements

Any off-street parking areas shall be surfaced in accordance with the specifications set forth by the town standards, so as to be a durable and dustless surface and shall be graded and drained so as to dispose all surface water accumulated within the area. The area shall be arranged and marked as to provide the orderly and safe loading, unloading, parking and storage of vehicles.

The Planning Administrator may waive or modify the parking standards for up to six months for uses within the agricultural zone, for any use deemed temporary.

22.100 Limitations on areas to be used

For all non-single family residential and duplex developments, no part of any front or exterior side yard (street side of a corner lot) shall be used for off-street parking or access unless authorized by the Planning Administrator, pursuant to an approved site plan.

22.110 Parking areas-Lighting arrangements

Lighting used to illuminate any off-street parking area shall be arranged so as to reflect the light away from adjoining premises in any residential zone.

22.120 Off-Street Loading-Number and size of spaces to be maintained

1. For every building having a gross floor area of ten thousand square feet or more, which is to be occupied by a commercial or industrial use requiring the receipt of distribution by vehicles of materials or merchandise, there shall be provided and maintained, on the same lot with such building, at least one off-street loading space plus one additional such loading space for each additional forty thousand square feet or fraction thereof.
2. Each loading space shall not be less than twelve feet in width, thirty feet in length, and fourteen and one-half feet in height clearance with a thirty foot radius maneuvering apron.
3. Such space shall not be located closer than fifty feet to any residential zone, unless enclosed by a masonry wall not less than eight feet in height.
4. Off-Street Loading: Each shop or store shall have a rear or side entrance that is accessible to a loading area and service drive. Service drives shall be a minimum of twenty-four (24) feet in width and shall be in addition to and not part of the drives or circulation system used by the vehicles of shoppers and/or fire access. The arrangement of truck loading and unloading facilities for each shop or store shall be such that, in the process of loading or unloading, no truck will block or extend into any other private or public drive or street used for vehicular circulation. Loading and delivery zones shall be clearly marked. The Planning Administrator may permit joint-use loading and delivery spaces as a part of the approval of a shopping complex of several retail stores being part of a complex.

22.130 Residential parking-Front setback restrictions

No required parking spaces or required maneuvering areas shall be located in the front or exterior setback area. The total amount of driveways and adjacent parking areas shall not occupy more than fifty percent of the front of exterior side yard.

In cases where the street improvements are at their ultimate width, the front setback area, for parking purposes, may be measured from the back of the sidewalk.

22.140 Residential parking-Garage requirement

All single family and two-family dwellings in an agricultural or residential zone, especially those within a subdivision, shall have constructed a two-car garage, containing a minimum of four hundred square feet and minimum interior dimension of twenty feet. The purpose of said requirement is to protect the general welfare of residential areas by preventing the establishment of parking in an open parking lot situation inappropriate to residential development and the open and disorderly display of equipment which would be stored in enclosures to avoid an unsightly appearance.

Notwithstanding requirements contained in this Title, the minimum front yard shall be twenty-two feet from the inside edge of the sidewalk to the door of the garage or structure of a carport in the case of a driveway approximately perpendicular to the front property line. Any garage that has access from an alley shall be located twenty-five feet from the opposite side of the alley with a minimum setback of five feet from the alley.

22.150 Residential parking-Conversion to living purposes-Approval required

Prior to the issuance of a building permit for the conversion of any existing garage or carport for living purposes, the property owner shall be required to meet the following conditions:

- A. A newly enclosed two-car garage shall be provided to replace the garage or carport being converted. Tandem parking shall not be permitted.

All plans for such conversion of existing and new garages shall be submitted to the planning department for approval to ensure that the conversion is compatible in design and materials with the existing dwelling. The exterior of the garage shall match the existing house elevation in color, materials and trim.

22.160 Appeals

Appeal from the decisions of the Zoning Administrator shall be as follows:

1. Once the Zoning Administrator has rendered a written decision per this title or issued a notice of action per this title, the aggrieved person may appeal the decision or action of the Zoning Administrator by submitting a written appeal to the Planning Commission within 14 days of the decision or action of the Zoning Administrator. The Planning Commission will act and render a decision on this appeal within 45 days. If no appeal is made within 14 days, the decision or action of the Zoning Administrator shall stand.
2. Either the aggrieved person or the Zoning Administrator may appeal the decision of the Planning Commission to the Board of Adjustments. Such appeal must be made in writing to the Town Clerk within five (5) working days of the rendering of the decision by the Planning Commission. When such a notice of appeal has been submitted to the Town Clerk, it will be brought before the Board of Adjustments at the Council's next regular meeting as a regular agenda item, classified as new business. The Board of Adjustments may then confirm or modify or reverse the decision of the Planning Commission. Any motion to modify or reverse the decision of the

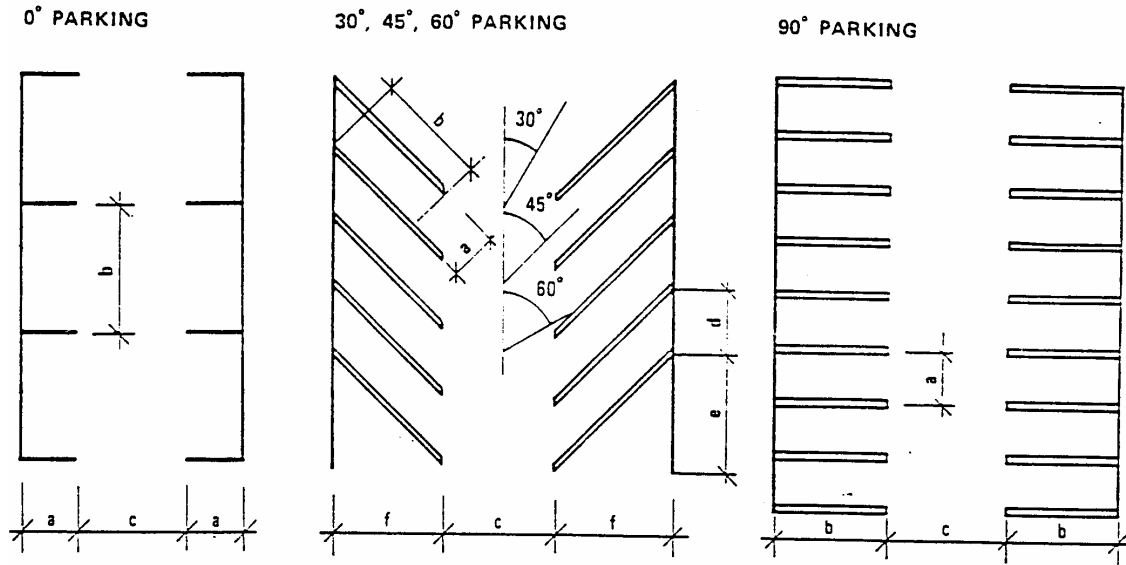
TOWN OF MARANA, ARIZONA
LAND DEVELOPMENT CODE

Planning Commission shall contain the explicit reasons therefore. If the Board of Adjustments takes no action on the matter, the decision of the Planning Commission shall stand.

(Ord. 95.22, 9/95)

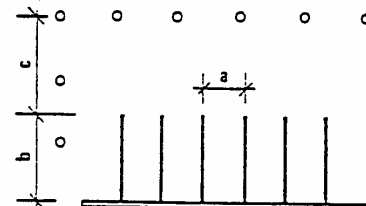
TOWN OF MARANA, ARIZONA
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Table 1: Standard Parking Dimensions



MINIMUM DIMENSIONS FOR REQUIRED PARKING SPACES					
Dimension Indicator	0°	30°	45°	60°	90°
a	9'-0"	8'-6" †	8'-6" †	8'-6" †	8'-6" †
b	21'-0"	18'-0"	18'-0"	18'-0"	18'-0"
c	15'-0" *	13'-0" *	14'-0" *	18'-0" *	22'-0"
d		17'-0"	12'-0"	9'-10"	
e		28'-4"	18'-8"	11'-5"	
f		16'-4"	18'-8"	19'-10"	
SMALL CAR PARKING SPACE†					
a	10'-0"	8'-6"	8'-6"	8'-6"	8'-6"
b	19'-0"	15'-0"	15'-0"	15'-0"	15'-0"
c	15'-0"	13'-0" *	14'-0"	18'-0"	21'-0"
d		17'-0"	12'-0"	9'-10"	
e		25'-9"	16'-7"	9'-11"	
f		14'-10"	16'-7"	17'-3"	
HANDICAPPED PARKING SPACES					
a	14'-0"	14'-0"	14'-0"	14'-0"	14'-0"
b	23'-0"	19'-0"	19'-0"	19'-0"	19'-0"
c	15'-0"	13'-0"	14'-0"	18'-0"	24'-0"
d		28'-0"	19'-10"	16'-2"	
e		34'-5"	22'-0"	13'-0"	
f		19'-11"	22'-0"	23'-0"	

**MOTORCYCLE & BICYCLE
PARKING SPACES**



MOTORCYCLE & BICYCLE PARKING SPACES			
Dimension Indicator	Motorcycle	Bicycle	
		Open	Closed
a	3'-6"	2'-0"	3'-3"
b	7'-0"	6'-0"	6'-0"
c	8'-0"	5'-0"	5'-0"

Spaces shall be protected by fence, wall, or curb at least 6" high or by a 4" Ø steel pipe @ 5 ft. o.c., 3 ft. above ground.

NOTES:

- * Minimum of 20 feet for two-way traffic.
- † Double striped spaces may be reduced to 8'-6" wide. Single striped spaces shall be a minimum 9'-0" wide.
- ‡ Small car spaces shall not be permitted as part of the required parking.

TOWN OF MARANA, ARIZONA
LAND DEVELOPMENT CODE

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Council-Regular Meeting

A2

Meeting Date: 08/06/2019

To: Mayor and Council

Submitted For: Scott Schladweiler, Interim Water Director

From: Amanda Jones, Water Business Coordinator

Date: August 6, 2019

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2019-077: Relating to Utilities; adopting a notice of intention to increase water and wastewater rates, rate components, fees, and service charges over a multi-year (2020-2024) period; and setting an October 15, 2019 public hearing on the proposed increases (Scott Schladweiler)

Discussion:

The Town of Marana has engaged Raftelis to provide consulting services to conduct a rate analysis for Town water and wastewater rates and fees to assure they are meeting cost of service needs for the upcoming five years of water and wastewater operations. On June 18, 2019, Raftelis and Town staff presented the preliminary findings to Mayor & Council.

Based on this rate analysis, Town staff is proposing a five-year rate plan. The first increase would go into effect on January 1, 2020, should the rate plan be approved, and would adjust annually in January until 2024. Arizona law (A.R.S. § 9-511.01) requires the Town Council to adopt a notice of intention to increase water and wastewater rates and fees, and set a date for the public hearing on the proposed increases at least 60 days after the notice of intention is adopted.

Town staff recommends the Council adopt this notice and set a public hearing at the regular Council Meeting on Tuesday, October 15, 2019 at 7:00 pm. Raftelis will provide a report of the proposed rate increases no later than 30 days before the public hearing.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N:

Amount: \$

There is no budget impact at this time.

Staff Recommendation:

Staff recommends the adoption of Resolution No. 2019-077, adopting the notice of intention to increase water and wastewater rates and fees and setting an October 15, 2019 public hearing item.

Suggested Motion:

I move to adopt Resolution No. 2019-077, adopting a notice of intention to increase water and wastewater rates and fees, over a multiple-year period; and setting a public hearing for October 15, 2019.

Attachments

Resolution No. 2019-077

MARANA RESOLUTION NO. 2019-077

RELATING TO UTILITIES; ADOPTING A NOTICE OF INTENTION TO INCREASE WATER AND WASTEWATER RATES, RATE COMPONENTS, FEES, AND SERVICE CHARGES OVER A MULTI-YEAR (2020-2024) PERIOD; AND SETTING AN OCTOBER 15, 2019 PUBLIC HEARING ON THE PROPOSED INCREASES

WHEREAS A.R.S. § 9-511.01 requires the Town Council to adopt a notice of intention to increase water and rates, rate components, fees, or service charges and to release to the public a written report containing certain required information about the rates, rate components, fees and service charges; and

WHEREAS the notice of intention is the first step in increasing the rates, rate components, fees and service charges; and

WHEREAS the statutorily required report, the substance of which was presented to the Town Council in a public presentation at its regular meeting on June 18, 2019, will be placed on file in the office of the Town Clerk no later than 30 days prior to the public hearing; and

WHEREAS the water and wastewater rates are proposed to increase for five annual cycles, on January 1, 2020; January 1, 2021; January 1, 2022; January 1, 2023; and January 1, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that notice is hereby given of the Town's intention to increase water and wastewater rates, rate components, fees, and service charges, and a public hearing on the proposed increases is hereby set for a regular Town Council meeting on Tuesday, October 15, 2019, at or after 7:00 P.M. in the Council Chambers on the first floor of the Administration Building, Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona 85653.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona,
this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

A3

Meeting Date: 08/06/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: August 6, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-078; Relating to Real Estate; vacating a portion of the public right-of-way of Tangerine Road east of "Breakers Road" fronting the property owned by Premier RV Storage, LLC (Frank Cassidy)

Discussion:

In 2003, the Town of Marana received two dedications for a total of 150 feet of Tangerine Road right-of-way from Park 'N Shade, the predecessor in interest to Premier RV Storage, located along the south side of Tangerine Road east of Breakers Road. The 2003 deeds included a provision calling for the dedicated land to revert to the original property of dedication if the land was not needed for the construction of Tangerine Road. Copies of the 2003 deeds are included with the backup materials.

Park 'N Shade and Premier RV Storage have had license agreements with the Town over the years, to allow certain parking lot and landscaping improvements to be located within the Tangerine Road right-of-way dedicated by the 2003 deeds.

The design concept report for the portion of Tangerine Road fronting the Premier RV Storage property calls for the future construction of a frontage road to provide access to Premier RV Storage and other businesses in the area. Even with the construction of the frontage road, the Town will have 25 feet of extra right-of-way fronting Premier RV Storage.

Abandoning the unneeded 25 feet of Tangerine Road right-of-way back to the original property of dedication will allow the parking spaces fronting Premier RV Storage to be removed from the right-of-way license agreement and be placed into the ownership of Premier RV Storage. To ensure that the Town has adequate rights to build the future

Tangerine Road improvements, the abandonment deed reserves a construction easement over the abandoned area. A copy of the proposed abandonment deed is included with the backup materials.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2019-078, vacating a portion of the public right-of-way of Tangerine Road east of Breakers Road fronting the property owned by Premier RV Storage.

Suggested Motion:

I move to adopt Resolution No. 2019-078, vacating a portion of the public right-of-way of Tangerine Road east of Breakers Road fronting the property owned by Premier RV Storage.

Attachments

Resolution No. 2019-078
Proposed Abandonment Deed
2003 Dedication Deed N 100 ft
2003 Dedication Deed S 50 ft

MARANA RESOLUTION NO. 2019-078

RELATING TO REAL ESTATE; VACATING A PORTION OF THE PUBLIC RIGHT-OF-WAY OF TANGERINE ROAD EAST OF "BREAKERS ROAD" FRONTING THE PROPERTY OWNED BY PREMIER RV STORAGE, LLC

WHEREAS the Town of Marana has received from Premier RV Storage, LLC an application for abandonment of Tangerine Road right-of-way located along the north boundary of its land described in the Special Warranty Deed recorded in the Pima County Recorder's office on March 20, 2019 at Sequence 20190790502; and

WHEREAS the predecessor in interest to Premier RV Storage dedicated 150 feet of Tangerine Road right-of-way to the Town of Marana at no cost by two Warranty Deeds recorded in the Pima County Recorder's office on May 19, 2003 at Docket 12053, Pages 4019 and 4024 (Sequence Nos. 20030960648 and 20030960649) (the "2003 Deeds"); and

WHEREAS the 2003 Deeds provide for a Town initiated abandonment to be processed if the right-of-way dedicated by the 2003 Deeds is determined to be unnecessary for public purposes; and

WHEREAS the Town no longer needs the south 25 feet of the Tangerine Road right-of-way dedicated by the 2003 Deeds except for a temporary construction easement for the future construction of the Tangerine Road Phase 2 project, currently anticipated to start construction in 2025; and

WHEREAS the Town of Marana is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon Town roadways; and

WHEREAS the Town Council finds that the Town's receipt of the \$2,500 application fee is appropriate consideration for the land being vacated by this resolution for purposes of A.R.S. § 28-7208 based on the respective rights and obligations of the parties under the terms of the 2003 Deeds and the limited marketability of the narrow strip of land being vacated; and

WHEREAS the Town Council finds that this resolution 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, AS FOLLOWS:

SECTION I. The Town of Marana hereby vacates and abandons the south 25 feet of the public right-of-way of Tangerine Road dedicated by the 2003 Deeds, as

particularly described in Exhibit A attached to the Special Warranty Deed found in the agenda materials accompanying this resolution.

SECTION 2. The Mayor is hereby authorized to sign the Special Warranty Deed in the form found in the agenda materials accompanying this resolution, conveying the vacated right-of-way to Premier RV Storage, LLC , the owner of land adjacent to the vacated right-of-way.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of August, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

SPECIAL WARRANTY DEED

Exempt: A.R.S. § 11-1134(A)(3)

THE TOWN OF MARANA (the "Grantor"), an Arizona municipal corporation, for the consideration of TENDOLLARS, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby vacate and transfer to PREMIER RV STORAGE, LLC (the "Grantee"), an Arizona limited liability company, the following described right-of-way situated in Pima County, Arizona (the "Property") pursuant to A.R.S. § 28-7205 and Marana Resolution No. 2019-078:

THE SOUTH 25 FEET OF THE LAND CONVEYED BY WARRANTY DEED RECORDED
IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA, ON MAY 19,
2003 AT DOCKET 12053 PAGE 4024 (SEQUENCE 20030960649)

RESERVING TO THE GRANTOR a temporary construction easement over the Property for the construction of Tangerine Road improvements, which temporary construction easement shall terminate on December 31, 2027 or 60 days after completion of the Tangerine Road project, whichever occurs first.

AND RESERVING pursuant to A.R.S. § 28-7210 easements for utilities, pipelines, telecommunications facilities, canals, or appurtenances to the extent such facilities existed on the Property before the date of this deed.

SUBJECT TO reservations in patents and all covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

AND THE GRANTOR HEREBY BINDS itself and its successors to warrant and defend the title against all acts of the Grantor, and no other, subject to the matters above set forth.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be signed by the undersigned duly authorized officer this ____ day of _____, 2019.

"GRANTOR":

THE TOWN OF MARANA, an Arizona
municipal corporation

APPROVED AS TO SUBSTANCE:

By: _____
Ed Honea, Mayor

Keith Brann, Town Engineer

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

STATE OF ARIZONA)
 ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2019, by
Ed Honea, Mayor of THE TOWN OF MARANA, an Arizona municipal corporation, on its behalf.
(Seal)

Notary Public

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: PSG
DEPUTY RECORDER
9394 PE1



DOCKET: 12053
PAGE: 4019
NO. OF PAGES: 5
SEQUENCE: 20030960648
05/19/2003
WTDEED 16:49

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

MAIL

AMOUNT PAID \$ 8.00



WARRANTY DEED

FROM

PARK 'N SHADE

FOR

**NORTHERN 100' TANGERINE ROAD
RIGHT-OF-WAY**

Exempt per A.R.S. § 11-1134 A. 3

2019 JUN 14 10:00 AM

67

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Park 'N Shade, for the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, the GRANTOR herein, does hereby convey to the Town of Marana, the GRANTEE, the following described real property situated in Pima County, Arizona.

SEE ATTACHED LEGAL DESCRIPTION(S) "B" AND EXHIBIT(S) "A"

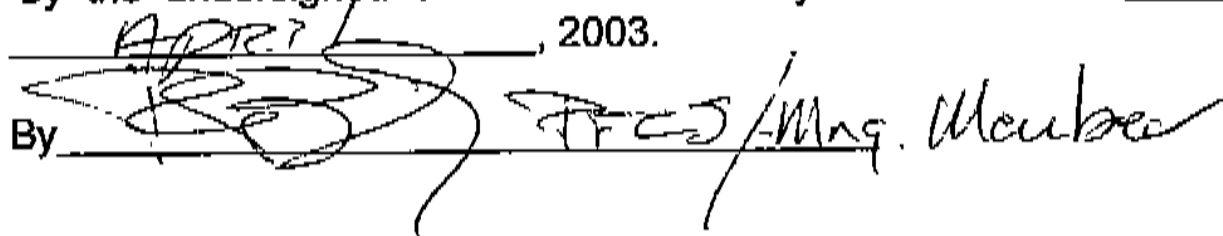
SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters above set forth.

If the area dedicated by this Warranty Deed is determined to be unnecessary for public purposes by resolution of the Marana Mayor and Council, a Town initiated abandonment shall be processed. Upon final approval of the abandonment by the Marana Mayor and Council, the area dedicated shall revert to the original property of dedication.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be signed by the undersigned officer thereunto duly authorized this 24 day of APRIL, 2003.

By

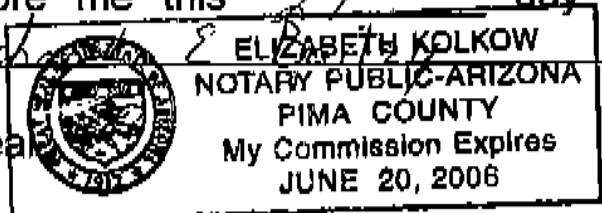
 Fred M. Mowbray

Warranty Deed Park 'N Shade
Northern 100' Tangerine Right-of-Way

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STATE OF ARIZONA)
) ss.
County of PIMA)

The foregoing instrument was acknowledged before me this 24th day of April, 2003 by Richard E. Bartz



In Witness Whereof, I have set my hand and official seal
My Commission Expires:

June 20, 2006

Elizabeth Kolkow
Notary Public

Approved by the Director of Public Works/
Town Engineer of the Town of Marana
[Signature]

29 day of April, 2003

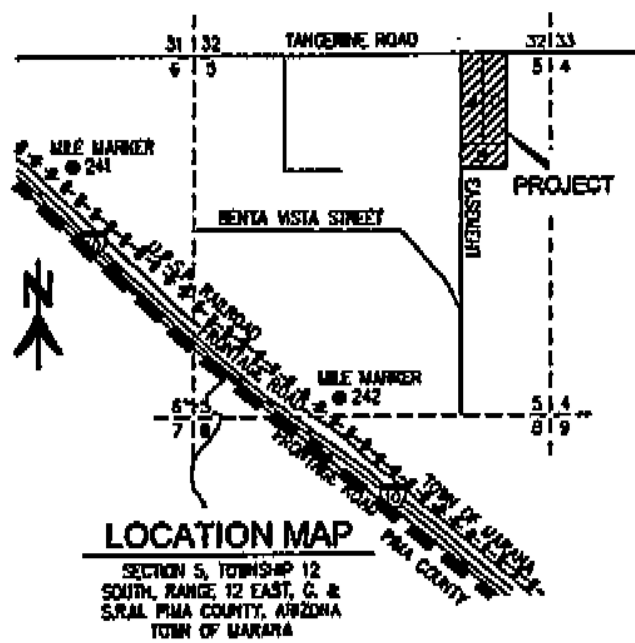
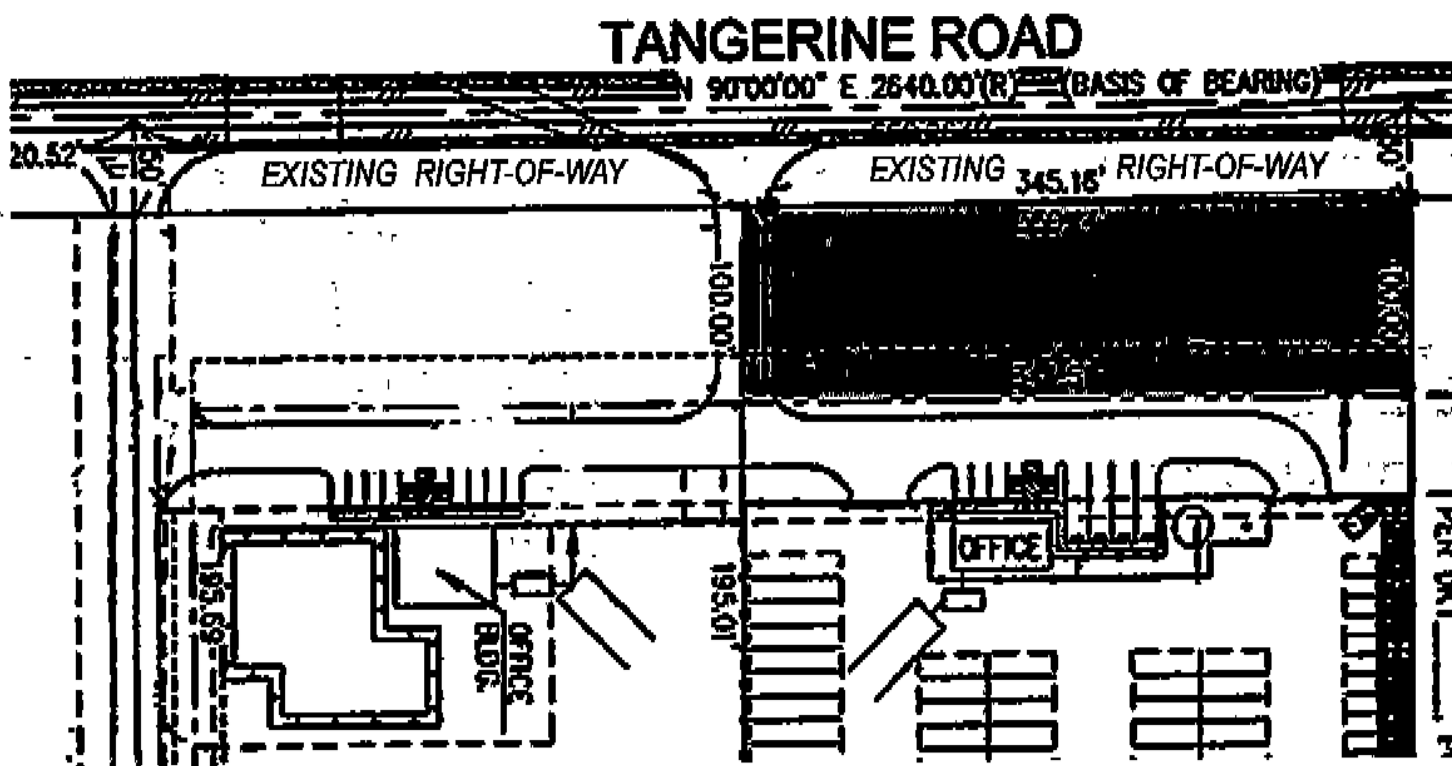
Accepted by the Town Manager
Town of Marana

[Signature]
30th day of April, 2003

Attest:
[Signature]
Jacelyn Bronson, Town Clerk

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Exhibit "A"



Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION "B"
JOB NO. 00185

April 22, 2003

PROPOSED RIGHT-OF-WAY

That portion of Government Lot 1, Section 5, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1;

Thence South 00°14'33" East 50.00 feet upon the west line of Lot 1 to the south right-of-way of "Tangerine Road" at the northwest corner of the parcel recorded in Docket 11816 at Page 2656;

Thence North 90°00'00" East 315.11 feet upon said south right-of-way to the Point of Beginning at the northwest corner of the parcel recorded in Docket 11862 at Page 3531;

Thence continue North 90°00'00" East 345.16 feet upon said south right-of-way, upon the north line of the parcel recorded in Docket 11862 at Page 3531;

Thence South 00°14'46" East 100.00 feet upon the east line of the parcel recorded in Docket 11862 at Page 3531;

Thence North 90°00'00" West 345.16 feet to the west line of the Parcel recorded in Docket 11862 at Page 3531;

Thence North 00°14'48" West 100.00 feet upon said west line to the Point of Beginning.

Said portion contains 34,515 square feet or 0.79 acres, more or less.



Page 1 of 1

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: PSG
DEPUTY RECORDER
9394 PE1



DOCKET: 12053
PAGE: 4024
NO. OF PAGES: 5
SEQUENCE: 20030960649
05/19/2003
WTDEED 16:49

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

MAIL

AMOUNT PAID \$ 8.00



WARRANTY DEED

FROM

PARK 'N SHADE

FOR

**SOUTHERN 50' TANGERINE ROAD
RIGHT-OF-WAY**

Exempt per A.R.S. § 11-1134 A. 3

12053
4024

29

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Park 'N Shade, LLC., for the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, the GRANTOR herein, does hereby convey to the Town of Marana, the GRANTEE, the following described real property situated in Pima County, Arizona.

SEE ATTACHED LEGAL DESCRIPTION(S) "B" AND EXHIBIT(S) "A"

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters above set forth.

If the area dedicated by this Warranty Deed is determined to be unnecessary for public purposes by resolution of the Marana Mayor and Council, a Town initiated abandonment shall be processed. Upon final approval of the abandonment by the Marana Mayor and Council, the area dedicated shall revert to the original property of dedication.

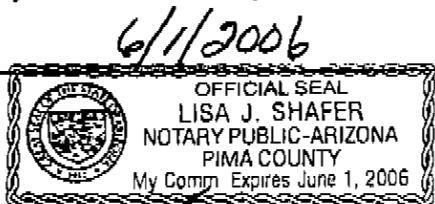
IN WITNESS WHEREOF, the Grantor has caused its corporate name to be signed by the undersigned officer thereunto duly authorized this 9th day of May, 2003.

By Russell A. Pearson, Managing Member

STATE OF ARIZONA)
) ss.
County of PIMA)

The foregoing instrument was acknowledged before me this 9th day of May, 2003 by Russell A. Pearson.

In Witness Whereof, I have set my hand and official seal.
My Commission Expires:



Lisa J. Shafer
Notary Public

Approved by the Director of Public Works/
Town Engineer of the Town of Marana

[Signature]

9 day of May, 2003

Accepted by the Town Manager
Town of Marana

[Signature]

13th day of May, 2003

Attest:

Jocelyn Bronson
Jocelyn Bronson, Town Clerk

Exhibit "A"

