



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 3, 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 September 3, 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

Proclamation declaring the week of September 23-29, 2019 as Diaper Need Awareness Week (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Traffic and Highways; presentation, update, and discussion regarding the Regional Transportation Authority (RTA) Program (Cherry L. Lawson)

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. 2019-080: Relating to the Police Department; approving and authorizing the Town Manager to execute grant agreement number GFR-AZ911-20-012 between the State of Arizona, acting through the Arizona Department of Administration, Office of Grants and Federal Resources (GFR) and the Town of Marana, acting as System Administrator for the Pima County 9-1-1 System, for grant funding for the Arizona 9-1-1 Grant Program; approving a form of Memorandum of Understanding (MOU) regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Pima County 9-1-1 System Public Safety Answering Points (PSAPs); and authorizing the Chief of Police to enter into the MOU with the other eligible Pima County 9-1-1 System PSAPs (Jane Fairall)
- C2 Resolution No. 2019-081: Relating to Economic development; approving the amended Destination Marketing & Film Office Lead Generation Program and authorizing the Town Manager to administer it (Laura Cortelyou)
- C3 Resolution No. 2019-082: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute the Second Amendment to Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc. (Jim Conroy)

- C4 Resolution No. 2019-083: Relating to Claims and Settlement; approving and authorizing the Town Manager to execute a Settlement Agreement between the Town of Marana and HDR Engineering, Inc. related to design services for the Marana Water reclamation constructed recharge facility (Scott Schladweiler)
- C5 Resolution No. 2019-084: Relating to Development; approving a release of assurances for the portion of the Gladden Farms Block 35 & 39 plat that was not resubdivided by the Gladden Farms Block 35 plat and accepting public improvements for maintenance; and making a scrivener's error correction in one of the associated assurance agreements (Keith Brann)
- C6 Ordinance No. 2019.019: Relating to Development; revising Marana Standard Detail 740-1 for wayfinding signs and establishing an effective date (Keith Brann)
- Resolution No. 2019-085: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2019.019, revising Marana Standard Detail 740-1 for wayfinding signs (Keith Brann)
- C7 Approval of the Study Session Summary Minutes of August 13, 2019 and the Regular Council Meeting Summary Minutes of August 6, 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 #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowicz on behalf of Foulk Family Winery, located at 7229 N. Thornydale Road #148 Marana, AZ 85741 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No 2019-075: Relating to Boards, Commissions and Committees; approving the appointment of Tom Sommerville to the Marana Public Safety Personnel Retirement System (PSPRS) Local Board (Cherry L. Lawson)
- B2 Resolution 2019-086: Relating to Boards, Commissions and Committees; selecting Transportation Connectivity and Infrastructure as the topic for the Marana Citizens' Forum Fall 2019 session (Jamsheed Mehta)

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Traffic and Highways; presentation regarding the status of the Pavement Preservation Program (Mo El-Ali)
- D2 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 (Jason Angell)
- D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)
- D4 Resolution No. 2019-087: Relating to Municipal Court; reappointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2019; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar (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) to discuss the employment of Town Magistrate Laine Sklar, including discussion of the terms of the Town Magistrate's Employment Agreement.
- E3 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.

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

1.

Meeting Date: 09/03/2019

From: Cherry L. Lawson, Town Clerk

Date: September 3, 2019

Subject: Proclamation declaring the week of September 23-29, 2019 as Diaper Need Awareness Week (Cherry L. Lawson)

Attachments

Proclamation Diaper Need Awareness Week



PROCLAMATION 2019 DIAPER NEED AWARENESS WEEK

WHEREAS, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants, toddlers, and vulnerable adults are clean, healthy and dry, can adversely affect the health and welfare of their families; and

WHEREAS, national surveys report that one in three mothers experience diaper need at some time while their children are less than three years of age, and forty-eight percent of families report a delay in changing a diaper to extend their supply; and

WHEREAS, there are no government assistance programs for the purchase or provision of diapers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

WHEREAS, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

WHEREAS, the people of Marana recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families, and can lead to improved health for families and their communities; and

WHEREAS, Marana is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels;

NOW, THEREFORE be it resolved, that the Mayor and Council of the Town of Marana, do hereby proclaim the week of September 23rd through September 29th, 2019 as

DIAPER NEED AWARENESS WEEK

And encourage the citizens of Marana to donate generously to diaper banks, diaper drives, and those organizations, like the Diaper Bank of Southern Arizona and the Marana Community Food Bank, that distribute diapers to families in need to help alleviate diaper need in our community.

Dated this 3rd day of September, 2019.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor



Council-Regular Meeting

P1

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 3, 2019

Strategic Plan Focus Area:
Community

Subject: Relating to Traffic and Highways; presentation, update, and discussion regarding the Regional Transportation Authority (RTA) Program (Cherry L. Lawson)

Discussion:

The Regional Transportation Authority continues to deliver projects from the 2006 voter-approved plan, but the current plan and funding source will expire in 2026. Pima Association of Governments' Community Relations Specialist Mindy Blake will provide an update on the region's transportation funding climate and what steps the RTA is taking to set the wheels in motion to develop a new set of transportation investments with citizen involvement to support our region's long-term vitality.

Staff Recommendation:

Presentation and discussion only.

Suggested Motion:

Presentation and discussion only.

Attachments

Working Together May 2019

Working together for a better future



RTA

Regional Transportation Authority

Marana Regular Council Meeting 09/03/2019

RTAmobility.com

RTA

Regional Transportation Authority



MOBILITY

**ECONOMIC
VITALITY**

SAFETY

Project delivery

Intersection Improvements

181 Complete

200 Promised

Pedestrian Crossings

68 Complete

80 Promised

Bus Pullouts

127 Complete

200 Promised

Sidewalks

159 Miles Complete

250 Miles Promised

Bike Lanes

291 Miles Complete

550 Miles Promised

Roadway Corridors

13 Complete

9 Partially Complete

35 Promised



Regional solutions

Regional success



A decline in purchasing power



Early 2000s



TODAY



Following the money





***Your
investment***

A shared vision

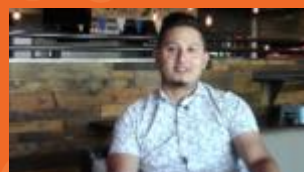
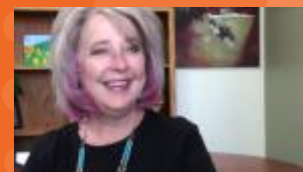
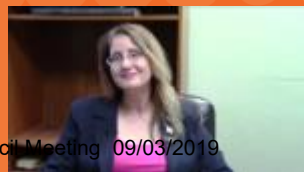


Planning and development process:

24 to 30 months



Citizens Advisory Committee



Performance-based planning



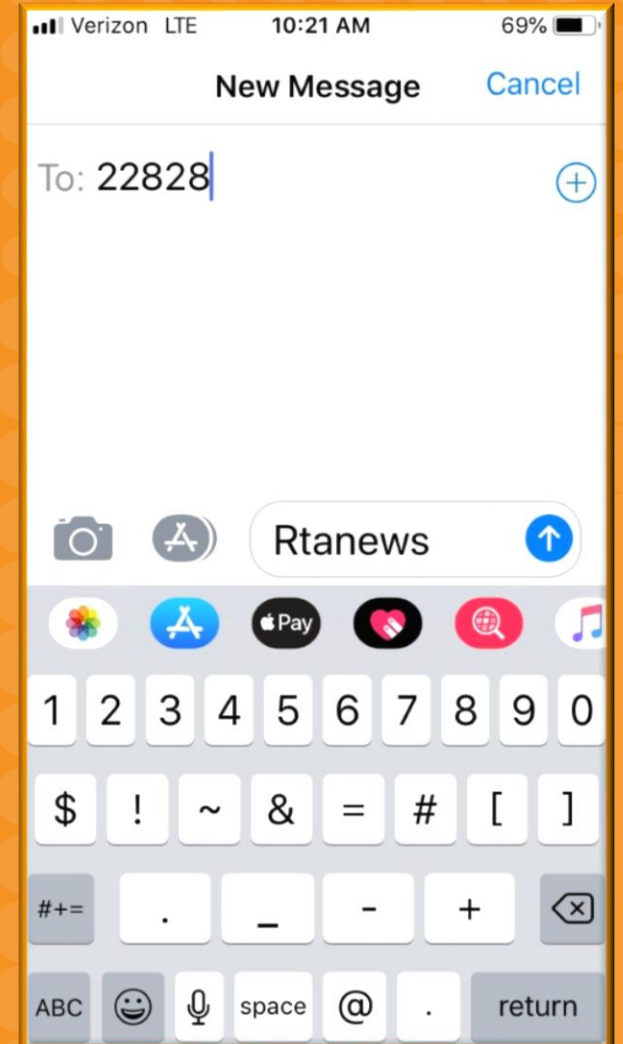








Text us!



RTA
Regional Transportation Authority
RTAmobility.com



Council-Regular Meeting

C1

Meeting Date: 09/03/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: September 3, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

PRINCIPLE STATEMENT 1: WE WILL MAINTAIN A SAFE AND WELL-MANAGED COMMUNITY.

Initiative 2: Provide a responsive community and service-oriented professional police department.

Subject: Resolution No. 2019-080: Relating to the Police Department; approving and authorizing the Town Manager to execute grant agreement number GFR-AZ911-20-012 between the State of Arizona, acting through the Arizona Department of Administration, Office of Grants and Federal Resources (GFR) and the Town of Marana, acting as System Administrator for the Pima County 9-1-1 System, for grant funding for the Arizona 9-1-1 Grant Program; approving a form of Memorandum of Understanding (MOU) regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Pima County 9-1-1 System Public Safety Answering Points (PSAPs); and authorizing the Chief of Police to enter into the MOU with the other eligible Pima County 9-1-1 System PSAPs (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. 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 Administrator) 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"). The following agencies comprise the Pima 9-1-1: Marana Police Department, Oro Valley Police Department, Pima County Sheriff's Department, Tucson Police Department, Rural Metro, University of Arizona Police Department, and Valley Emergency Communications Center (serving the Drexel Heights and Green Valley Fire Districts, as well as fire and medical emergency calls for Arivaca, Corona de Tucson, Rincon Valley, and the Tohono O'odham - San Xavier District). The current Pima 9-1-1 System Manager is an employee of the Town (Sheila Blevins).

The Arizona Department of Administration, Office of Grants and Federal Resources (GFR) has requested that the Town of Marana, acting as the Pima 9-1-1 System Administrator, enter into the attached Grant Agreement to receive funds under the Arizona 9-1-1 Grant Program. Pursuant to the agreement, the Town will receive invoices from the vendors, such as Century Link and Sprint, who provide telecommunication services to 9-1-1 Public Safety Answering Points (PSAPs) in Pima County, and submit those invoices to GFR. GFR will review and, if the expenses in question are eligible budgeted grant expenses, GFR will submit payment to the Town. The Town will pay Pima 9-1-1 vendors directly.

One of the requirements of the Grant Agreement is that the Town, as System Administrator, must enter into a Memorandum of Understanding (MOU) with each of the Pima 9-1-1 PSAPs and submit a copy of each MOU to GFR. The purpose of the MOU is to set forth the responsibilities of each party with regard to payment of 9-1-1 system expenses. Attached is a proposed MOU template drafted by the Town's Legal Department for this purpose. If the Council approves this form of MOU and authorizes the Chief of Police to execute it on the Town's behalf, the Town will then provide the MOU to each of the Pima 9-1-1 PSAPs for execution. The terms of the MOU provide that the Town will submit the PSAP's 9-1-1 invoices to the state and pay them pursuant to the terms of the state Grant Agreement, as long as the state approves them. If the state does not approve the PSAP's expenses, the PSAP, and not the Town, will be responsible for payment of its own 9-1-1-related expenses. The initial term of the MOU is 2 years, with the possibility of renewals. The MOU will terminate automatically if the Town's employee ceases to serve in the capacity of the Pima 9-1-1 System Administrator.

Financial Impact:

The costs associated with the Pima 9-1-1 System are paid by the State of Arizona through the emergency telecommunication services revolving fund established by A.R.S. section 41-704. The Town, serving in the capacity of the Pima 9-1-1 System Administrator, acts as a pass-through for the funds, paying the vendors directly. The state has allocated \$2,769,233 for the Pima 9-1-1 System for FY 2020. Any expenses of an individual PSAP that are not covered by the grant funds are the responsibility of the PSAP incurring them and are not the Town's responsibility.

Staff Recommendation:

Staff recommends approval of the grant agreement and the MOU template, and recommends that the Chief of Police be authorized to enter into the MOU with PSAPs in the Pima 9-1-1 System.

Suggested Motion:

I move to adopt Resolution No. 2019-080, approving and authorizing the Town Manager to execute grant agreement number GFR-AZ911-20-012 between the State of Arizona, acting through the Arizona Department of Administration, Office of Grants and Federal Resources (GFR) and the Town of Marana, acting as System Administrator for the Pima County 9-1-1 System, for grant funding for the Arizona 9-1-1 Grant Program; approving a form of Memorandum of Understanding (MOU) regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Pima County 9-1-1 System Public Safety Answering Points (PSAPs); and authorizing the Chief of Police to enter into the MOU with the other eligible Pima County 9-1-1 System PSAPs.

Attachments

Resolution No. 2019-080
Exhibit A - Grant Agreement
Exhibit B - Sample MOU

MARANA RESOLUTION NO. 2019-080

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE GRANT AGREEMENT NUMBER GFR-AZ911-20-012 BETWEEN THE STATE OF ARIZONA, ACTING THROUGH THE ARIZONA DEPARTMENT OF ADMINISTRATION, OFFICE OF GRANTS AND FEDERAL RESOURCES (GFR) AND THE TOWN OF MARANA, ACTING AS SYSTEM ADMINISTRATOR FOR THE PIMA COUNTY 9-1-1 SYSTEM, FOR GRANT FUNDING FOR THE ARIZONA 9-1-1 GRANT PROGRAM; APPROVING A FORM OF MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE PAYMENT OF ARIZONA 9-1-1 GRANT PROGRAM BUDGETED EXPENSES FOR PIMA COUNTY 9-1-1 SYSTEM PUBLIC SAFETY ANSWERING POINTS (PSAPS); AND AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO THE MOU WITH THE OTHER ELIGIBLE PIMA COUNTY 9-1-1 SYSTEM PSAPS

WHEREAS Executive Order 2013-09 authorizes the Arizona Department of Administration, Office of Grants and Federal Resources (GFR) to establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants; and

WHEREAS the Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication systems through distribution of funding per A.R.S. § 41-704, which establishes the emergency telecommunication services revolving fund ("9-1-1 Revolving Fund"); and

WHEREAS 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 Administrator) must be named to provide all required administrative functions for the 9-1-1 planning committee; and

WHEREAS several public and private safety agencies in Pima County, including the Marana Police Department (MPD), have established the Pima County 9-1-1 Committee, and the current Pima 9-1-1 System Administrator is an employee of MPD; and

WHEREAS GFR requires the Town of Marana, as Pima 9-1-1 System Administrator, to enter into a grant agreement to receive funds for payment of

Pima 9-1-1 System expenses, and to enter into a Memorandum of Understanding (MOU) with each PSAP in the Pima 9-1-1 System regarding each party's responsibilities regarding payment of 9-1-1 System-related expenses; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a grant agreement with GFR to be eligible to receive the awarded grant funds on behalf of the Pima 9-1-1 System, and to enter into an MOU with each of the Pima 9-1-1 System PSAPs.

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, as Pima 9-1-1 System Administrator, and the State of Arizona by and through Arizona Department of Administration, Office of Grants and Federal Resources (GFR), 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 sample Memorandum of Understanding (MOU) regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Pima County 9-1-1 System Public Safety Answering Points (PSAPs), in substantially the form attached to and incorporated by this reference in this resolution as Exhibit B, is hereby approved, and the Chief of Police is hereby authorized and directed to enter into the MOU with the other Pima 9-1-1 System PSAPs and to execute it for and on behalf of the Town of Marana.

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 grant agreement and the MOU with each PSAP.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

ARIZONA DEPARTMENT OF ADMINISTRATION
OFFICE OF GRANTS AND FEDERAL RESOURCES
9-1-1 PROGRAM
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-012

This Grant Agreement (“**Agreement**”) is between the Town of Marana, acting as System Administrator for the Pima County 9-1-1 Planning Committee, (“**Grantee**”), and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), Office of Grants and Federal Resources (“**GFR**” or “**State**”) (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

AUTHORIZATION

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona’s ability to procure and manage grants.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
 - 5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.
 - 5.2. In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

OBLIGATIONS OF THE PARTIES

6. Responsibilities of the Grantee as Pima County 9-1-1 Planning Committee System Administrator:
 - 6.1. Grantee agrees to receive all invoices for the Pima County 9-1-1 system for services that are included in the Arizona 9-1-1 Grant Program budget and covered by this Agreement. Grantee agrees to review and certify those invoices and upload the invoices and an authorization letter into GFR’s online grants management system, eCivis, to request financial reimbursement from GFR.

- 6.2. Upon receipt of financial reimbursement from GFR, as described in paragraph 7.2 below, Grantee will pay the invoices directly to the applicable vendor(s).
- 6.3. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- 6.4. Grantee agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
- 6.5. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.6. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in its jurisdiction. Late fees on invoices will not be reimbursed by GFR.
- 6.7. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.
- 6.8. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.9. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.
- 6.10. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.11. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 6.12. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.13. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.14. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:		Due Date:	
MIS Report for CY 2019		January 25, 2020	
Level of Service (Traffic Busy Study Report)		April 25, 2020	
GIS Accuracy Report		June 25, 2020	
FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25

September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

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

7. Responsibilities of the State:

- 7.1. GFR will reimburse grantee for Arizona 9-1-1 Grant Program expenses submitted by Grantee pursuant to paragraph 6.1 above. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed \$2,769,233 in state funds.
- 7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.
- 7.3. The approved line item budget for the Pima County 9-1-1 System is as follows:

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$2,556,492
Construction	\$0.00
Other Costs	\$212,741
Total	\$2,769,233

MISCELLANEOUS TERMS

8. In accordance with A.R.S. § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration
10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - 10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;

- 10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
- 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
25. 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.
26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR 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.
27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:

Arizona Department of Administration
Office of Grants and Federal Resources- State 9-1-1 Program
100 North 15th Avenue, Suite 305
Phoenix, AZ 85007
Attention: Matthew Hanson

B. If to the Grantee:

Marana Police Department
11555 W. Civic Center Drive
Marana, AZ 85653
Attention: Mrs. Sheila Blevins

Arizona Department of Administration
Office of Grants and Federal Resources
9-1-1 Program

**GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE will provide a Memorandum of Understanding (MOU) or Intergovernmental Agreement (IGA) to each PSAP within its jurisdiction, setting forth the respective responsibilities of the Grantee and the PSAP under the Arizona 9-1-1 Grant Program. Grantee must submit copies of the executed MOU between each PSAP and the System Administrator before eligible expenses will be reimbursed for the PSAP in the respective MOU agreement. GFR retains the discretion to reimburse eligible expenses without a signed MOU on a case by case basis.
3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

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

Authorized Signatory

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

Attest:

Clerk

Date

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 GFR with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

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

FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:

Matthew Hanson, Assistant Director
Arizona Department of Administration
Office of Grants and Federal Resources

Date

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation, by and through the Marana Police Department ("MPD"), acting as the System Administrator for the Pima County 9-1-1 Planning Committee ("Pima County 9-1-1 Committee" or "Pima 9-1-1") and [^NAME OF ENTITY], a[n] [^type of entity] by and through [^name of law enforcement/public safety agency] ("Local Agency") for administering the Pima 9-1-1 system billing and payment process. The MPD and the Local Agency are sometimes referred to in this MOU individually as a "Party" and collectively as the "Parties."

RECITALS

A. 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.

B. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points ("PSAPs"), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system using funds from the 9-1-1 Revolving Fund.

C. 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 Administrator) must be named to provide all required administrative functions for the 9-1-1 planning committee.

D. Several public and private safety agencies in Pima County have established the Pima County 9-1-1 Committee (or "Pima 9-1-1").

E. The current Pima 9-1-1 System Administrator is an employee of MPD.

F. The Town of Marana has entered into a grant agreement with the state of Arizona, by and through the Arizona Department of Administration ("ADOA"), Office of Grants and Federal Resources ("GFR"), regarding the distribution of 9-1-1 Revolving Fund monies for PSAPs in the Pima 9-1-1. Pursuant to the grant agreement, GFR disburses monies from the 9-1-1 Revolving Fund to MPD to pay Arizona 9-1-1 Grant Program budgeted expenses for Pima 9-1-1 PSAPs.

G. MPD and Local Agency are both PSAPs and members of the Pima County 9-1-1 Committee.

H. The Parties have reached an agreement on the relationship and responsibilities of the Parties as necessary for administering the Pima 9-1-1 system billing and payment process.

I. The Parties are authorized to perform the functions and activities provided in this MOU.

AGREEMENT

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

1. PURPOSE. The purpose of this MOU is to set forth the rights and responsibilities of the Parties regarding the payment of Arizona 9-1-1 Grant Program budgeted expenses for Local Agency by MPD, acting as the Pima 9-1-1 System Administrator.

2. MUTUAL OBLIGATIONS

A. Local Agency agrees to promptly provide any and all 9-1-1 system bill-related documents and information to MPD upon MPD's request.

B. MPD agrees to:

- (i) Review each 9-1-1 system invoice provided by vendors for each Local Agency in the Pima 9-1-1;
- (ii) Provide GFR with the necessary invoice information;
- (iii) Receive the bill-payment funds from GFR and pay the respective Pima 9-1-1 system vendors; and
- (iv) At Local Agency's request, timely provide bill-payment documentation to Local Agency.

C. At MPD's direction, the Parties agree to make any procedural adjustments appropriate and necessary to effectuate the procedures and guidelines provided by GFR. Any substantive changes will be commemorated in a written amendment signed by both parties and attached to this MOU.

D. Local Agency acknowledges and agrees that MPD makes no warranties or guarantees regarding the availability of the aforementioned state funds or of the timing and adequacy of state fund disbursements. Local Agency further acknowledges and agrees that if GFR does not provide MPD with bill-payment funds for Local Agency's 9-1-1 system invoices and expenses, Local Agency, and not MPD, is responsible for payment of those invoices and expenses, including any late fees.

E. The Parties agree to make, sign and deliver all documents and to perform all acts that are necessary to fully carry out the terms of this MOU.

F. MPD and Local Agency shall maintain open communications to ensure the agreed upon procedure is maintained throughout the term of this MOU.

Parties shall maintain open communication regarding scheduling and service needs.

3. EFFECTIVE DATE AND DURATION. This MOU shall be effective as of the signature date of the last Party to sign this MOU, and shall remain in effect for two years, unless either Party provides 60 days' advance written notice of termination to the other Party as set forth in Section 4 below. The Parties may renew this MOU for additional two-year terms by the execution of a mutually agreed upon and signed Amendment to this MOU.

4. TERMINATION.

A. To the extent permitted by law, either Party may terminate this MOU at any time, with or without cause, upon 60 days' prior written notice to the other Party. In the event of termination or cancellation of this MOU, the Parties agree to cooperate to avoid any interruption of 9-1-1 services to the maximum extent possible.

B. This MOU shall automatically terminate if either of the following occur:

- i. MPD ceases to serve in the capacity of Pima 9-1-1 System Administrator.
- ii. Local Agency ceases to function as a PSAP within the Pima County 9-1-1 Committee.

5. SUPERVISION. MPD shall have sole supervisory authority over MPD personnel. Local Agency shall have sole supervisory authority over Local Agency personnel.

6. INDEMNIFICATION AND JOINT DEFENSE. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this MOU to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this MOU that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to the subsection below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

The Parties, when involved in a Claim or Claims brought by a third-party, have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit. The Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

The obligations under this section shall survive the termination of this MOU.

7. GENERAL

A. *Notice.* Any notice, consent or other communication (“Notice”) required or permitted under this MOU shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to Local Agency: Name
 Title
 Street/Box Address
 City, State, ZIP

If to MPD: 9-1-1 System Administrator
 Marana Police Department
 11555 W. Civic Center Drive
 Marana, Arizona 85653

Notice shall be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, five days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change any portion of its notice information provided above by notifying the other party of the change in writing as provided in this Section.

Notices sent by facsimile transmission shall also be deposited in the United States mail to the recipient at the above address on the same day the facsimile transmission is sent. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

B. *Amendment.* This MOU may be amended only by a written document executed by duly authorized representatives of both Parties.

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

D. *Compliance with Applicable Laws.* Each Party shall comply with all applicable laws, statutes, ordinances, executive orders, rules, regulations, standards, and codes of federal and state governments whether or not specifically referred to in this MOU.

E. *Conflict of Interest.* The Parties understand and acknowledge the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this MOU.

F. *Dispute Resolution.* If a complaint, dispute or controversy arises out of or relates to this MOU, and if the dispute cannot be settled through negotiation within 60 days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this MOU shall be brought in the Pima County Superior Court in Tucson, Arizona.

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

H. *Uncontrollable Events.* No Party shall be considered to be in default in the performance of any obligations under this MOU (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

I. *Assignment.* Neither Party may assign its rights or obligations under this MOU to another entity.

J. *Entire MOU.* This MOU represents the entire MOU between the Parties and supersedes all prior negotiations, representations or MOUs, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this MOU shall be valid unless made in writing and signed by the Parties.

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

L. *Severability.* If any part, term or provision of this MOU shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

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

N. *Counterparts.* This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

O. *Other Duties Imposed by Law.* Nothing in this MOU shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

P. *Compliance with Civil Rights.* The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

Q. *Recitals Incorporated.* The Parties acknowledge that the Recitals to this MOU are true, accurate and correct, and are hereby incorporated into and made a part of the operative provisions of this MOU as if fully set forth therein without difference or distinction.

R. *Joint Venture.* It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint-venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this MOU. This MOU shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This MOU shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this MOU confers any right to any person or entity not a party to this MOU

S. *Supervision.* No employee, agent, or servant of a Party shall be deemed to be an employee, agent or servant of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents,

servants, subcontractors, and volunteers during the performance of this MOU. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this MOU, and each Party agrees to hold the other Party harmless from any liability thereof.

T. *E-Verify Laws*. To the extent applicable under A.R.S. §§ 41-4401 and 23-214, the Parties represent and warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements of A.R.S. § 23-214(A). Breach of the above-mentioned warranty shall be deemed a material breach of the MOU and may result in the termination of the other Party.

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

V. *Arbitration*. To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this MOU by arbitration.

[SIGNATURE PAGE FOLLOWS]

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

THE TOWN OF MARANA, an Arizona
municipal corporation, by and through
the Marana Police Department

[^NAMEOF ENTITY], [^type of entity]

By: _____
Terry Rozema, Chief of Police

By: _____
[^Name], [^Title]

Date: _____

Date: _____

ATTEST:

ATTEST:

Cherry Lawson, Town Clerk

[^Name], [^Title]

Approved as to form:

Approved as to form:

Town Attorney

[^Name], [^Title]



Council-Regular Meeting

C2

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Laura Cortelyou, Tourism & Marketing Manager

From: Jane Fairall, Deputy Town Attorney

Date: September 3, 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 11. Expand Marana's tourism efforts by creating a tourism master plan.

Initiative 12. Implement tourism dashboard highlighting impact upon the community.

Subject: Resolution No. 2019-081: Relating to Economic development; approving the amended Destination Marketing & Film Office Lead Generation Program and authorizing the Town Manager to administer it (Laura Cortelyou)

Discussion:

In May 2015, the Town Council approved the Lead Generation/Destination Marketing Program. The program, administered by the Economic Development & Tourism Department, seeks to heighten awareness of the Town of Marana as a visitor and meeting destination, increasing Marana bed and other transaction privilege (sales) taxes and building awareness, familiarity and relationships in commercial, institutional and individual networks that attract economic development and investment.

The program accomplishes this by authorizing the expenditure of budgeted tourism dollars on items and events such as:

- Participation in Buyer Education and Familiarization (FAM) Trips hosted by Marana tourism-related businesses and organizations, including purchase of airline tickets, accommodations, and food for attendees
- Participation in tradeshow and customer events expected to generate interest and business for Marana tourism-related businesses and organizations
- Purchase of lists that provide contact information for meeting planners, travel agents, media representatives, and travel bloggers

The proposed amended Destination Marketing & Film Office Lead Generation Program will expand the program to authorize expenditures by the Marana Film Office to promote the Town as a filming destination and increase film tourism, such as participation in or initiation of tours and scouting trips for filmmakers, including purchase of airline tickets, accommodations, and food for attendees. The Marana Film Office heightens awareness of the Town of Marana as a filming location for both large and small scale productions. Film production in Marana creates jobs in the local economy and increases bed and sales tax revenue in the community. Additionally, studies support the proposition that destination placement in films and television enhances destination image and increases tourism.

Businesses wishing to participate in the program must submit a written proposal to the Town describing the activity for which funding is sought and the expected benefit or enhancement to the Town's economy from the activity. The businesses must also submit a written report detailing the outcomes of the funded event or activity after the fact.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Y
Amount: \$30,000

Staff Recommendation:

Staff recommends approval of the amended Destination Marketing & Film Office Lead Generation Program.

Suggested Motion:

I move to adopt Resolution No. 2019-081, approving the amended Destination Marketing & Film Office Lead Generation Program and authorizing the Town Manager to administer it.

Attachments

Resolution No. 2019-081
Exhibit A - Program

MARANA RESOLUTION NO. 2019-081

RELATING TO ECONOMIC DEVELOPMENT; APPROVING THE AMENDED DESTINATION MARKETING & FILM OFFICE LEAD GENERATION PROGRAM AND AUTHORIZING THE TOWN MANAGER TO ADMINISTER IT

WHEREAS the Mayor and Council created the Lead Generation/Destination Marketing Program by the adoption of Resolution No. 2015-043 on May 5, 2015; and

WHEREAS the Mayor and Council find that expanding the Lead Generation/Destination Marketing Program to authorize expenditures by the Marana Film Office to promote the Town as a filming destination and increase film tourism will generate more direct and indirect revenue than the costs of the program and 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 amended Destination Marketing & Film Office Lead Generation Program, as described and set forth in Exhibit A, attached to and incorporated by this reference in this resolution, is hereby approved.

SECTION 2. The Town Manager is authorized to administer the Destination Marketing & Film Office Lead Generation Program, and the various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 3. This resolution is effective on October 4, 2019.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



<p>Title: Destination Marketing & Film Office Lead Generation Program</p> <p>Effective Date: October 4, 2019</p> <p>Approved: Marana Resolution No. 2019-081</p> <p>Type of Action: Revision</p>

PURPOSE

The Destination Marketing Lead Generation Program heightens awareness of the Town of Marana as a visitor and meeting destination, increasing Marana bed and other transaction privilege (sales) taxes and building awareness, familiarity and relationships in commercial, institutional, and individual networks that attract economic development and investment.

The Marana Film Office heightens awareness of the Town of Marana as a filming location for both large and small scale productions. Film production in Marana creates jobs in the local economy and increases bed and sales tax revenue in the community. Additionally, destination placement in films and television enhances destination image and increases tourism.

PROGRAM ELEMENTS

Pending availability of funding, the Town budget will authorize the expenditure of funds to provide financial support to tourism-related businesses and organizations, and to engage in other activities designed to promote the Town as a visitor and meeting destination and as a filming location. Authorized expenditures may include, but are not limited to:

- Participation in Buyer Education and Familiarization (FAM) Trips hosted by the Town or by Marana tourism-businesses and organizations, including purchase of airline tickets, accommodations, and food for attendees
- Participation in or initiation of tours and scouting trips for filmmakers, including purchase of airline tickets, accommodations, and food for attendees

- Participation in tradeshow and customer events expected to generate interest and business for Marana tourism-related businesses and organizations
- Purchase of lists that provide contact information for meeting planners, travel agents, media representatives, and travel bloggers
- Town-initiated advertising campaigns for Marana tourism-related businesses and organizations

ADMINISTRATION

Businesses and organizations requesting Town funding pursuant to this Program must submit a brief, written proposal to the Town, describing the activity for which funding is sought, the expected benefit or enhancement to the Town's economy from the activity, and the amount of funding sought. Entities funded under this Program shall submit a written report to the Town detailing the outcome of the event or activity.

The Town's Office of Economic Development and Tourism may also initiate events or funding in compliance with the terms and conditions of the Program.

REVISION HISTORY

<i>DESCRIPTION OF CHANGE</i>	<i>DATE</i>
Original Effective Date	6/5/2015
Revision	10/4/2019



Council-Regular Meeting

C3

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Jane Fairall, Deputy Town Attorney

Date: September 3, 2019

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:

Principle Statement 1: WE WILL PROMOTE HEALTHY AND ACTIVE LIFESTYLES THROUGH DYNAMIC PROGRAMMING, COMMUNITY PARTNERSHIPS, AND HIGH-QUALITY RECREATIONAL AMENITIES FOR MARANA RESIDENTS AND VISITORS.

Initiative 6: Use recreation facilities and partnerships with recreation contractors to provide exceptional programming.

Subject: Resolution No. 2019-082: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute the Second Amendment to Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc. (Jim Conroy)

Discussion:

The Town of Marana Parks and Recreation department and the Leman Academy of Excellence, Inc. wish to continue the facility use agreement that permits common use of respective facilities at Crossroads at Silverbell District Park and Leman Academy to minimize expenses to citizens, improve service delivery, and provide enhanced resources to the community. The Town of Marana's 2016 Parks, Recreation, Trails and Open Space 5 Year Master Plan Update recommends the department seek partnerships to coordinate a diverse offering of programs and services throughout the community. The plan also suggests that as Marana grows in population, program offering should also expand as feasible and be created to service all sectors of the population. Additionally, the plan suggests the Town explore opportunities for joint facility uses, collaborative programming, and shared financing between internal and external

partners. Through this partnership, Marana Parks and Recreation is able to expand its adult and youth fitness, sports, and wellness offerings.

The facility use agreement permits Leman Academy use of the softball field, soccer / multiuse fields, and basketball courts at Crossroads Park, during non-peak hours only, defined as Monday through Friday, 6:00 a.m. to 6:00 p.m., for Leman Academy curricular and extracurricular activities at no cost to Leman. In return, Leman will permit the Town to use the Leman Academy gymnasium, cafeteria, and designated outdoor facilities for Town recreational programming, community meetings, and similar governmental uses at no cost to the Town.

The Second Amendment extends the term of the agreement for one year, from June 1, 2019 through May 31, 2020.

Staff Recommendation:

Staff recommends approval of the second amendment to the facility usage agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-082, approving and authorizing the Parks and Recreation Director to execute the Second Amendment to Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc.

Attachments

Resolution No. 2019-082

Exhibit A to Resolution - Second Amendment

MARANA RESOLUTION NO. 2019-082

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO EXECUTE THE SECOND AMENDMENT TO FACILITY USAGE AGREEMENT BETWEEN THE TOWN OF MARANA AND LEMAN ACADEMY OF EXCELLENCE, INC.

WHEREAS on May 16, 2017, the Mayor and Council of the Town of Marana adopted Resolution No. 2017-041, approving and authorizing the Parks and Recreation Director to execute a Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Second Amendment to Facility Usage Agreement between the Town of Marana and Leman Academy of Excellence, Inc., attached to this resolution as Exhibit A, is hereby approved, and the Parks and Recreation Director 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 Facility Usage Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**SECOND AMENDMENT TO FACILITY USAGE AGREEMENT BETWEEN
TOWN OF MARANA AND LEMAN ACADEMY OF EXCELLENCE, INC.**

This Second Amendment to Facility Usage Agreement (this "Second Amendment") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation and LEMAN ACADEMY OF EXCELLENCE, INC. ("Leman"), an Arizona non-profit corporation. Leman and the Town are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. In May 2017, the Parties entered into a Facility Usage Agreement (the "Agreement") to allow the Town and Leman to permit common use of their respective facilities at Crossroads Park and the Leman Academy.

B. Paragraph 13 of the Agreement provides that the Agreement expired on May 31, 2018, but that the Parties may renew the Agreement for up to four consecutive one-year periods on the same terms as set forth in the Agreement, by executing a written amendment setting forth the renewal term and signed by the Parties.

C. Effective June 1, 2018, the Parties entered into an amendment to the Agreement (the "First Amendment") to renew the Agreement for the first of four possible one-year renewal periods and to make other miscellaneous amendments regarding the Parties' rights and responsibilities.

D. The Town and Leman desire to amend the Agreement, as previously amended, to renew it for the second possible one-year renewal period.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals the Parties agree as follows:

1. **Term.** The Agreement, as previously amended, is amended to renew the Agreement for the second of four possible consecutive one-year periods from June 1, 2019 through May 31, 2020.

2. **Effective Date.** This Second Amendment shall be effective June 1, 2019.

3. **Other Terms and Provisions.** All other terms and provisions of the Agreement and its exhibits, as previously amended, not specifically changed by this Second Amendment, shall remain in effect and be binding upon the Parties as provided for in the Agreement. Words and phrases having a defined meaning in the Agreement have the same respective meanings when used in this Second Amendment unless otherwise expressly stated.

4. **Recitals.** The recitals set forth at the beginning of this Second Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

5. **Entire Agreement.** This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Second Amendment. All prior and

contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Second Amendment.

6. **Severability.** If any provision of this Second Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Second Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Second Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Second Amendment shall be deemed reformed accordingly.

7. **Governing Law.** This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

8. **Interpretation.** This Second Amendment has been negotiated by the Town and Leman, and neither Party shall be deemed to have drafted this Second Amendment for purposes of construing any portion of this Second Amendment for or against any Party.

[SIGNATURE PAGE FOLLOWS]

Exhibit A to Marana Resolution No. 2019-082

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

"Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jim Conroy
Parks & Recreation Director

Date: _____

"Leman":

LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation

By: _____

Its: _____

Date: _____

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation, on behalf of the corporation.
(Seal)

Notary Public



Council-Regular Meeting

C4

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Scott Schladweiler, Interim Water Director

From: Asia Philbin, Water Resources Coordinator

Date: September 3, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-083: Relating to Claims and Settlement; approving and authorizing the Town Manager to execute a Settlement Agreement between the Town of Marana and HDR Engineering, Inc. related to design services for the Marana Water reclamation constructed recharge facility (Scott Schladweiler)

Discussion:

Effective August 18, 2014, the Town and HDR Engineering entered into a Professional Services Agreement for the purpose of providing design services to the Town for the Marana Water reclamation constructed recharge facility for effluent, Project No. WT025.

Once the recharge facility was placed in operation, the parties realized that the ability to divert partial flow of treated effluent into the effluent storage pond and from the diversion structure into the pools at the recharge facility, as originally intended by the design, was not able to occur without using a pump and manually operating valves to divert flow. HDR's design effort to correct the design was not charged to the Town, but additional costs were incurred by the construction contractor for additional work required to correct the issue that was not included in the original contract.

Under the proposed settlement agreement, HDR will pay the Town the full cost of the construction change order, less the cost of materials the Town would have paid had the changes been part of the original design, for an amount of \$16,028.50. In exchange, the Town agrees to release any claims related to flow diversion required downstream of the UV channel and at the diversion structure.

Pursuant to Marana Town Code section 3-5-2 (B) whenever any contemplated settlement

of a claim by or against the Town is for more than \$15,000, approval of Council is required (unless the settlement is covered under the Town's coverage agreement with its insurance provider, which is not applicable in this settlement).

Financial Impact:

Fiscal Year: FY20
Budgeted Y/N: N
Amount: \$16,028.50

The amount presented represents a revenue amount. There is no impact on Town expenses.

Staff Recommendation:

Staff recommends authorizing and approving the Town Manager to execute a Settlement Agreement and Release with HDR Engineering, Inc.

Suggested Motion:

I move to approve Resolution No. 2019-083, approving and authorizing the Town Manager to execute a Settlement Agreement and Release between the Town of Marana and HDR Engineering, Inc. related to design services for the Marana Water reclamation constructed recharge facility.

Attachments

Resolution No. 2019-083
Exhibit A to Resolution to HDR Settlement and Release
Exhibit A to HDR Settlement Agreement Offer Letter

MARANA RESOLUTION NO. 2019-083

RELATING TO CLAIMS AND SETTLEMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND HDR ENGINEERING, INC. RELATED TO DESIGN SERVICES FOR THE MARANA WATER RECLAMATION CONSTRUCTED RECHARGE FACILITY

WHEREAS Marana Town Code Section 3-5-1(B) provides that the Town Attorney is authorized to file such claims, counter-claims, or third party claims, and to take such other legal action, as may be necessary to seek subrogation and reimbursement or to collect for damages sustained by the Town; and

WHEREAS Marana Town Code Section 3-5-2(B) provides that no settlement of more than \$15,000 shall be entered into except with the approval of the Town Council or in accordance with the provisions of the Town's coverage agreement with its insurance provider; and

WHEREAS the Town and HDR Engineering, Inc. have reached agreement to settle an outstanding issue related to the design of the Marana Water reclamation constructed recharge facility in an amount in excess of \$15,000; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Settlement Agreement between the Town of Marana and HDR Engineering, Inc. attached to and incorporated within this resolution as Exhibit A, is hereby approved and the Town Manager is authorized and directed to sign it on behalf of the Town.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered into by and between HDR Engineering Inc., a Nebraska corporation, with an office located at One South Church, Suite 625, Tucson, AZ 85701 (hereinafter referred to as "HDR"), and Town of Marana ("TOWN"), an Arizona municipal corporation with an office located at 5100 W. Ina Road Tucson, AZ 85743. The entities may be individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

- A. The parties entered into an Agreement for HDR to provide engineering services for the design of a constructed recharge facility for the Town under Agreement Number 2014-012 1431 (the "Agreement").
- B. Upon completion of the project, the Parties disputed the functionality of the project and the ability for operators to achieve desired diversion flows at the Diversion Structure and downstream of the UV channel without having to manually adjust valves (the "Diversion Flow Issue").
- C. The Parties now desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims related to the Diversion Flow Issue which are or might become the subject of a claim, upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Release and Discharge.

In consideration of HDR's payment called for herein, and TOWN's acceptance of the proposed plan and payment outlined in the attached letter incorporated herein as Exhibit A, TOWN, its officers, directors, employees, agents and any successor, assign or affiliate agrees to completely release and forever discharge HDR, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation, which TOWN now has, or which may hereafter accrue or otherwise be acquired by TOWN, on account of, or in any way growing out of the professional services provided under the Agreement related specifically to the Diversion Flow Issue. TOWN further agrees that TOWN will not initiate and shall not initiate, file, make or pursue any claim or administrative proceeding against HDR, including a claim against HDR or HDR's professional liability insurance, arising out of the professional services provided by HDR related to the Diversion Flow Issue.

In addition, in consideration of the payment and services rendered under the Agreement and TOWN's agreement to settle any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation related to the Diversion Flow Issue, HDR its officers, directors, employees, agents and any parent company, subsidiary, subconsultant, successor, assign or affiliate agrees to completely release and forever discharge TOWN from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which HDR now has, or which may hereafter accrue or otherwise be acquired by HDR, on account of, or in any way growing out of the professional services provided under the Agreement related to the Diversion Flow Issue. HDR further agrees that it will not initiate and shall not initiate, file, make or pursue any administrative proceeding, including a claim against TOWN arising out of the professional services provided under the Agreement related to the Diversion Flow Issue.

2. Consideration.

In consideration of the release set forth above, HDR hereby agrees to pay TOWN the sum of sixteen thousand twenty-eight dollars and fifty cents (\$16,028.50), in the form of a check made payable to TOWN.

3. Attorneys' Fees.

Each Party hereto shall bear its own attorneys' fees and costs arising from any demand and this Settlement Agreement and incurred prior to the date of execution of the Settlement Agreement. In any action of any kind relating to this Settlement Agreement, the prevailing Party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party in addition to any other recovery to which the prevailing party is entitled.

4. Warranty of Capacity to Execute Agreement.

The Parties represent and warrant that no other persons or entities have or have had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that neither Party has sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement. The undersigned signatories represent and warrant that each has the power and authority to bind their respective entities.

5. Entire Agreement and Successors in Interest.

This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the

benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each Party.

6. Representation of Comprehension of Document.

In entering into this Settlement Agreement, TOWN represents that it has relied upon the legal advice of its own legal counsel or attorneys, and that the terms of this Settlement Agreement have been completely read and those terms are fully understood and voluntarily accepted by it.

7. Governing Law.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The Parties consent to the exclusive jurisdiction and venue of the state courts in Pima County, Arizona.

8. Modification.

No modification of this Settlement Agreement shall be binding on either of the Parties hereto unless it has been agreed to in a writing signed by both of them and identified as an amendment to this Settlement Agreement.

9. Severability.

If any provision of this Settlement Agreement shall be held or deemed to be invalid, inoperative or unenforceable, such circumstance shall not render the remainder of it invalid, inoperative or unenforceable, and this Settlement Agreement shall be reformed so that it is enforceable to the maximum extent permitted by law.

10. Counterparts.

This Settlement Agreement may be executed in any number of counterparts, provided each of the Parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This Settlement Agreement may be executed and delivered by facsimile or other electronic transmission, and such signatures shall have the same force and effect as originals.

11. Effectiveness.

This Settlement Agreement shall become effective as of the signature date of the last Party to sign this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Agreement as of the dates set forth below:

Dated: Aug 15, 2019

By: 
David Skinner
HDR Engineering, Inc.

Dated: _____

By: _____
Jamsheed Mehta, Town Manager
Town of Marana

Exhibit A

Proposed Resolution Letter



August 15, 2019

Sent via e-mail

Ms. Asia Philbin
Resources Coordinator
Town of Marana
5100 W. Ina Road
Tucson, AZ 85743

Subject: Marana Recharge Project - Flow Diversions (Agreement No. 2014-012 1431)

Ms. Philbin,

This letter replaces the letter sent on January 8, 2019, and serves as an offer from HDR to assist the Town in paying for construction of i) a new weir plate at the Diversion Structure, and ii) relocation of the existing 4-inch PLE line at the UV channel. As the Town has reported, operators were unable to achieve desired diversion flows at the Diversion Structure and downstream of the UV channel without having to manually adjust valves, which is difficult and time consuming to perform. HDR proposes paying the additional labor and equipment costs associated with completed installation of a new weir plate and relocating the 4-inch PLE line. These costs are as follows:

1) New weir plate at the Diversion Structure:	\$7,751.50
2) 4-in PLE relocation:	<u>\$8,277.00</u>
TOTAL	\$16,028.50

The proposed payment for the new weir plate is based on PCL proposal MAR-073-CRX045 for \$9,749.00, approved by the Town, minus the material cost of the weir plate, \$1,997.50, as provided by PCL in email correspondence dated 10/24/18. The material cost of the weir plate was removed from this offer because we consider this a cost the Town would have paid if it were included in the original design. The proposed payment for the 4-inch PLE relocation is based on PCL proposal MAR-079-CRX051r1 for \$8,277.00, also approved by the Town.

We appreciate the Town's patience in working with HDR to resolve these issues, and we apologize for any inconvenience to operators. We also appreciate the contributions from Town staff in working with HDR to find solutions. If the Town finds this offer to be acceptable, HDR kindly requests the Town notify HDR of its acceptance. Acceptance of HDR's payment in the amount of \$16,028.50 constitutes a complete release and waiver of any and all claims, damages, or demands whatsoever against HDR related to these two diversions. The payment and instituting the proposed solution will be a final and comprehensive resolution and release for any flow diversion issues.

hdrinc.com

One South Church, Suite 625, Tucson, AZ 85701
T 520.584.3600 F 520.584.3624

pg. 1



If you have any questions, please feel free to call me (602-522-7709) or Ty Morton (520-584-3643).

Sincerely,

A handwritten signature in cursive script that reads "Jason Fort".

Jason Fort, PE
Area Water Business Group Manager

A handwritten signature in cursive script that reads "Ty Morton".

Ty Morton, PE
Project Manager



Council-Regular Meeting

C5

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: September 3, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-084: Relating to Development; approving a release of assurances for the portion of the Gladden Farms Block 35 & 39 plat that was not resubdivided by the Gladden Farms Block 35 plat and accepting public improvements for maintenance; and making a scrivener's error correction in one of the associated assurance agreements (Keith Brann)

Discussion:

Gladden Farms Block 39 is a 70.11 acre subdivision located north of Tangerine Farms Road and south of Moore Road, containing lots 1-108 and lots 191-205, Block "B", and common areas : "A-3" through "A-9", "B-1" through "B-6", and is recorded at the Pima County Recorder's Office at Sequence Number 20121740308.

The Town has an assurance agreement assuring the completion of public improvements. The subdivider has completed the public improvements including paved streets, a sanitary sewer conveyance system, and a potable water system, acceptable to Town standards in accordance with the assurance agreement.

Block 35 is not complete at this time and is not being released.

Staff Recommendation:

Staff recommends the adoption of the resolution.

Suggested Motion:

I move to adopt Resolution No. 2019-084, approving a release of assurances for the portion of the Gladden Farms Block 35 & 39 plat that was not resubdivided by the Gladden Farms Block 35 plat and accepting public improvements for maintenance; and making a scrivener's error correction in one of the associated assurance agreements.

Attachments

Resolution No. 2019-084
Overview Map

MARANA RESOLUTION NO. 2019-084

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR THE PORTION OF THE GLADDEN FARMS BLOCKS 35 & 39 PLAT THAT WAS NOT RESUBDIVIDED BY THE GLADDEN FARMS BLOCK 35 PLAT AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE; AND MAKING A SCRIVENER'S ERROR CORRECTION IN ONE OF THE ASSOCIATED ASSURANCE AGREEMENTS

WHEREAS the final plat for 'Gladden Farms Blocks 35 & 39 Lots 1-205, Blocks A, B, & C & Common Areas: "A-1" – "A-17" (Landscape/Utility) "B-1" – "B-12" (Landscape/Drainage/Utility/Recreation)' (the "Gladden Farms Blocks 35 & 39 Plat") was recorded in the Pima County Recorder's Office on 22 June 2012 at Sequence 20121740308; and

WHEREAS a portion of the Gladden Farms Blocks 35 & 39 Plat was resubdivided and is now governed by the final plat for 'Gladden Farms Block 35 Lots 1-105, Blocks A & B & Common Areas "A-1" – "A-9" & "B-1" – "B-7" Common Area "A": (Landscape, Utilities, Drainage) Common Area "B": (Functional Open Space, Utilities and Drainage)' (the "Gladden Farms Block 35 Plat"), recorded in the Pima County Recorder's Office on 7 September 2018 at Sequence 20182500081; and

WHEREAS the Town had a third party trust assurance agreement (the "2013 Assurance Agreement") with Gladden Phase II, LLC and Title Security Agency of Arizona, LLC, as Trustee under Trust No. 60,421, recorded in the Pima County Recorder's office on 15 February 2013 at Sequence 20130460240, assuring the completion of public improvements for the Gladden Farms Blocks 35 & 39 Plat; and

WHEREAS, as a result of and as of the date of the recording of the Gladden Farms Block 35 Plat, the 2013 Assurance Agreement then covered only those portions of the Gladden Farms Blocks 35 & 39 Plat not resubdivided and included in the Gladden Farms Block 35 Plat; and

WHEREAS the Town has a substitute third party trust assurance agreement (the "2018 Richmond American Assurance Agreement") with Richmond American Homes of Arizona, Inc. and Fidelity National Title Agency, Inc., as Trustee under Trust No. 60,480, recorded in the Pima County Recorder's office on 23 March 2018 at Sequence 20180820158, assuring the completion of public improvements required to serve certain specified lots previously covered in the 2013 Assurance Agreement; and

WHEREAS the Town has a substitute third party trust assurance agreement (the "2018 Lennar Assurance Agreement") with Lennar Arizona, Inc. and Title Security

Agency, LLC, as Trustee under Trust No. 201804-S, recorded in the Pima County Recorder's office on 23 March 2018 at Sequence 20180820159, assuring the completion of public improvements required to serve certain specified lots previously covered in the 2013 Assurance Agreement; and

WHEREAS recital A of the 2018 Lennar Assurance Agreement incorrectly identified the Gladden Farms Blocks 35 & 39 Plat as having been recorded in the Pima County Recorder's office at Sequence "201217410308" but should have identified the Gladden Farms Blocks 35 & 39 Plat as having been recorded in the Pima County Recorder's office at Sequence 20121740308; and

WHEREAS, together, the 2018 Richmond American Assurance Agreement and the 2018 Lennar Assurance Agreement cover all of the public improvements previously assured by the 2013 Assurance Agreement, thereby effectively releasing the 2013 Assurance Agreement; and

WHEREAS Richmond American Homes of Arizona, Inc. and Lennar Arizona, Inc. are collectively referred to in this resolution as the "Subdividers" and the 2018 Richmond American Assurance Agreement and the 2018 Lennar Assurance Agreement are collectively referred to in this resolution as the "Assurance Agreements"; and

WHEREAS the Subdividers have completed the public improvements covered by the Assurance Agreements acceptable to Town standards in accordance with the Assurance Agreements.

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

Section 1. The Assurance Agreements are hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 1.25 miles of the following paved streets as shown on the portion of the Gladden Farms Blocks 35 & 39 Plat that was not resubdivided by the Gladden Farms Block 35 Plat:

- Goldenvue Lane
- Amberwood Place
- Keuka Drive
- Pintail Drive
- Browns Drive
- Camden Drive
- Candywine Drive
- Scorpio Drive
- Caravelle Place
- Benz Drive

Section 3. The Town accepts for maintenance the potable water system serving the portion of the Gladden Farms Blocks 35 & 39 Plat that was not resubdivided by the

Gladden Farms Block 35 Plat, consisting of approximately 6,544 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of \$485,124.15.

Section 4. The Town accepts for maintenance the sanitary sewer system serving the portion of the Gladden Farms Blocks 35 & 39 Plat that was not resubdivided by the Gladden Farms Block 35 Plat, consisting of approximately 5,955 linear feet of conveyance system and appurtenances with an estimated value of \$522,317.61.

Section 5. A scrivener's error correction is hereby made, correcting recital A of the 2018 Lennar Assurance Agreement to identify the Gladden Farms Blocks 35 & 39 Plat as having been recorded in the Pima County Recorder's office at Sequence 20121740308.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

BASIS OF ELEVATION

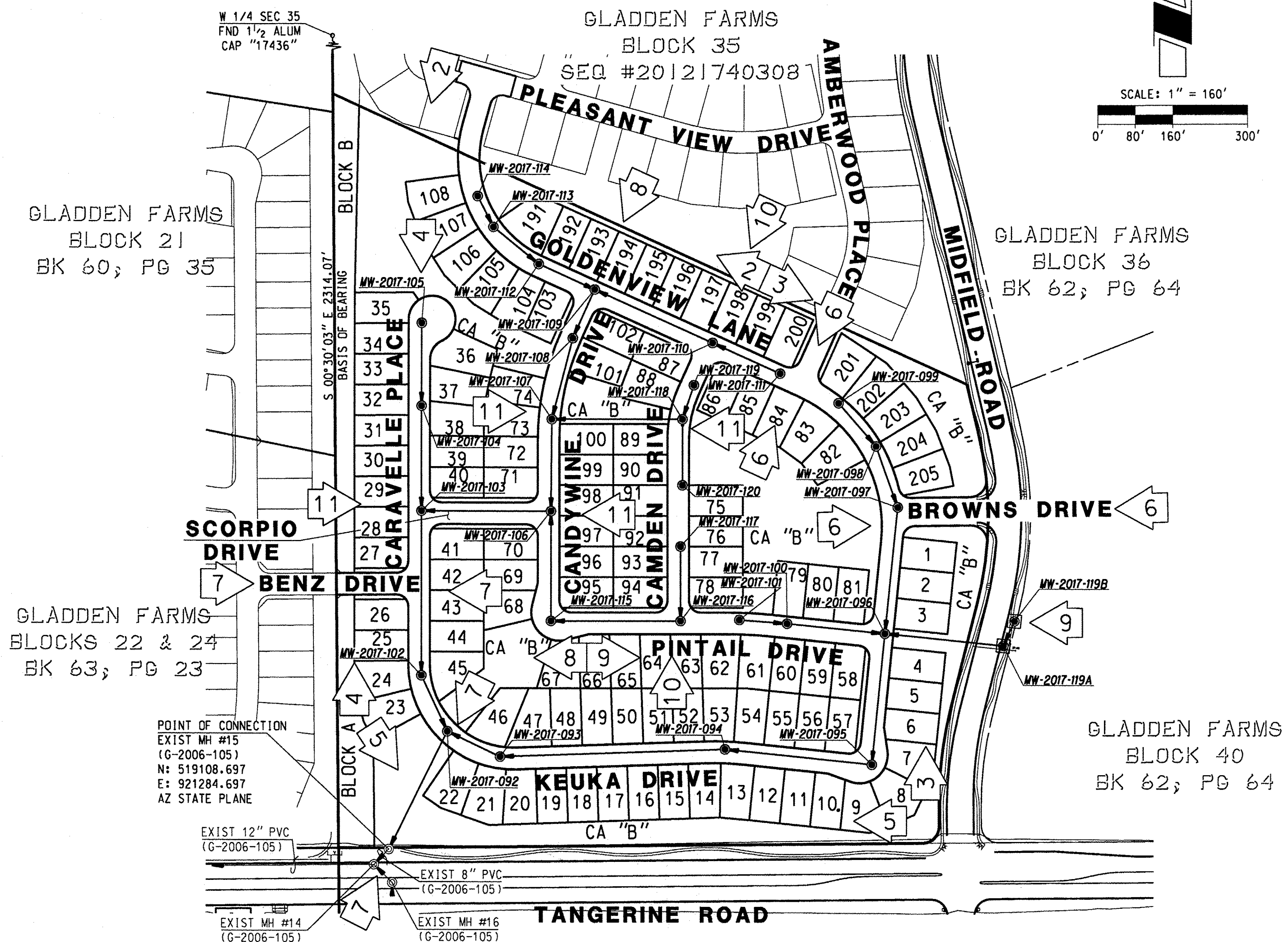
THE BASIS OF ELEVATION IS A 1/2" IRON PIN AT THE INTERSECTION OF MOORE ROAD AND POSTVALE ROAD. SAID MONUMENT ALSO BEING THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 11 SOUTH, RANGE 11 EAST. ELEVATION BEING 2006.43 (NAVD 88).

PAVING NOTES

- THE DESIGN SPEED FOR THESE STREETS IS 25 MPH. THE DESIGN VEHICLE IS WB-40.
- ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
- AGGREGATE BASE COURSE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 303, UNLESS OTHERWISE SPECIFIED.
- ASPHALTIC CONCRETE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 406, MIX #2, UNLESS OTHERWISE SPECIFIED.
- ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
- ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND APPROVED BY THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
- AN APPROVED COPY OF THIS PLAN SHALL BE KEPT AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
- IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND HE SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER FOR THE TOWN OF MARANA.
- UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
- ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
- UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL "ARIZONA 811" AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.

PUBLIC PAVING AND PUBLIC SEWER PLANS FOR GLADDEN FARMS BLOCK 39

LOTS 1-108 & 191-205, BLOCKS A & B
AND COMMON AREAS "A" & "B"
ENG1706-008/PRV-07084



WORK TO BE DONE

THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS:

STANDARD SPECIFICATIONS

- STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS (PAG).

STANDARD DETAILS/DRAWINGS

- STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS (PAG).
- PAVEMENT MARKING DESIGN MANUAL (OCTOBER 2002 EDITION), PIMA COUNTY CITY OF TUCSON.
- TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
- THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
- UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS, 2015, REVISED 2017.
- SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2016 EDITION).

LEGEND

ITEM	STANDARD DETAIL	SYMBOLOGY
A.C. PAVING (REGULAR)	SEE DETAIL D, SHEET 14	
6" TYPE 1 VERTICAL CURB	SD 209	
6" TYPE 1G VERTICAL CURB & GUTTER	SD 209	
5" ROLL CURB	SEE DETAIL F, SHEET 14	
6" x 12" CONCRETE HEADER	SD 213	
TOP OF CURB ELEVATION		1 52.30
EXIST ELEVATION		(1) 49.5
PROPOSED SEWER	RWRD 104	
PROPOSED SEWER MANHOLE	RWRD 205, RWRD 211	
PROPOSED MH W/CONC COLLAR	RWRD 205, RWRD 212	
HOUSE CONNECTION SEWER (HCS)	SEE DETAILS J & K	
STORM DRAIN	SHEET 15 & RWRD 401	
STORM DRAIN W/MH	(FOR REFERENCE ONLY)	
NEW WATERLINE W/VALVE	(FOR REFERENCE ONLY)	
LOT REQUIRES BACKWATER VALVE ON HCS		
DETAIL REFERENCE	X = DETAIL IDENTIFICATION Y = SHEET SHOWING DETAIL	
CURB ACCESS RAMP	TOM SD 600-1 & 600-2	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
PAVEMENT MARKINGS		
GRADING DAYLIGHT LINE		
EXIST SEWER AND MANHOLE		
EXIST UNDERGROUND ELECTRIC LINE	GE	
EXIST GAS LINE	G	
EXIST TELEPHONE/TV CABLE LINE	OT/CATV	
EXIST CURB & PAVEMENT		
PROJECT BOUNDARY		
LOT NUMBERS		23
ELECTRICAL TRANSFORMER	(FOR REFERENCE ONLY)	
ELECTRICAL PEDESTAL	(FOR REFERENCE ONLY)	
SHEET INDEX		

OWNER/DEVELOPER

GLADDEN PHASE II, L.L.C.
C/O CROWN WEST LAND GROUP
333 EAST WETMORE ROAD, SUITE 250
TUCSON, AZ 85705
(520) 888-3962
CONTACT: DEAN WINGERT

SHEET INDEX

- | | |
|------|---|
| 1 | COVER SHEET |
| 2-11 | PAVING AND SEWER PLANS |
| 12 | SEWER NOTES AND GENERAL NOTES |
| 13 | HORIZONTAL DATA, HCS DATA AND SEWER DETAILS |
| 14 | PAVING DETAILS |
| 15 | SIGNING AND STRIPING PLANS |
| 16 | SIGNING AND STRIPING NOTES & DETAILS |

FOR SEWER NOTES AND GENERAL NOTES
SEE SHEET 2

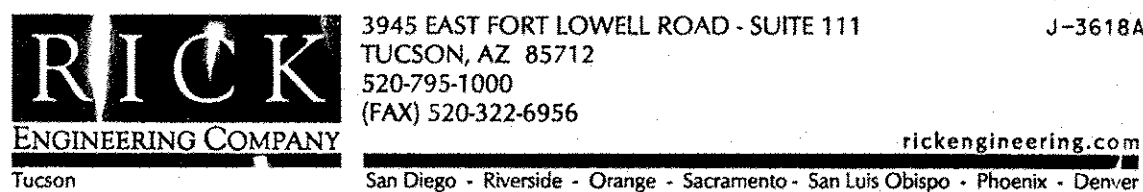
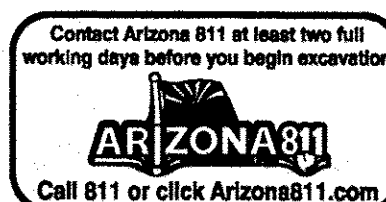
ACCEPTED

BY: *[Signature]* P.E. 3-28-18
TOWN OF MARANA DEVELOPMENT ENGINEER/TOWN ENGINEER DATE

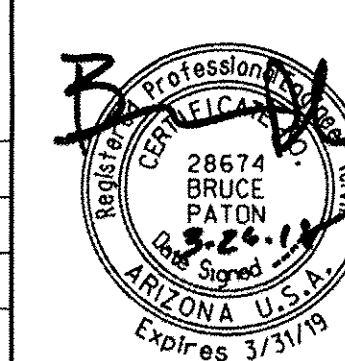
BY: *[Signature]* A.I.C.P. 4/4/18
TOWN OF MARANA PLANNING DIRECTOR DATE

BY: *[Signature]* 4-2-18
MARANA WATER DIRECTOR DATE

EXHIBIT A



S-2017-006
ENG1706-008
PRV-07084



PUBLIC PAVING & PUBLIC SEWER PLANS FOR:

GLADDEN FARMS
BLOCK 39

LOTS 1-108 & 191-205
BLOCKS A & B AND
COMMON AREAS "A" & "B"

HORIZ: 1" = 160'	VERT: N/A	PROJ# 3618A
DESIGNER: SQH 05/17	ENGINEER: BMP 05/17	SHEET: 23
DRAFTER: RSM 05/17	CHECKED:	Page 73 of 163



Council-Regular Meeting

C6

Meeting Date: 09/03/2019

To: Mayor and Council

From: Keith Brann, Town Engineer

Date: September 3, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Ordinance No. 2019.019: Relating to Development; revising Marana Standard Detail 740-1 for wayfinding signs and establishing an effective date (Keith Brann)

Resolution No. 2019-085: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2019.019, revising Marana Standard Detail 740-1 for wayfinding signs (Keith Brann)

Discussion:

Town staff has been working with the Southern Arizona Homebuilders Association and various developer stakeholders regarding signage. One aspect of this collaboration has been to update the Town's wayfinding program, first implemented under Resolution 2010-86.

An updated wayfinding sign rendering was presented to council in February of 2019. This updated standard detail 740-1 will modify the construction details of the wayfinding sign accordingly. The construction detail has been developed with input from the Sign contractor who services the Town's wayfinding program and the costs of the new sign are comparable to the current sign. No change is needed in the Town's fee schedule related to wayfinding signs.

This council action will bring the updated wayfinding sign detail into the Town's standard detailed manual.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2019.019, revising standard detail 740-1 for wayfinding signs, and Resolution No. 2019-085, declaring the revision as a public record.

Suggested Motion:

I move to adopt Ordinance No. 2019.019, revising standard detail 740-1 for wayfinding signs, and Resolution No. 2019-085, declaring the revision as a public record.

Attachments

Ordinance No. 2019.019

Resolution No. 2019-085

MARANA ORDINANCE NO. 2019.019

RELATING TO DEVELOPMENT; REVISING MARANA STANDARD DETAIL 740-1 FOR WAYFINDING SIGNS AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the Marana Standard Details were most recently readopted on June 28, 2016 by Marana Ordinance No. 2016.008 and amended by Marana Ordinance 2017.017 on September 19, 2017; and

WHEREAS Town staff proposes a modification of the standard detail to update the wayfinding sign design; and

WHEREAS the Mayor and Council of the Town of Marana find that the modified standard detail adopted by this ordinance is in the best interests of the Town of Marana and the general public.

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

SECTION 1. Marana Standard Detail 740-1, one paper copy and one electronic copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2019-085 of the Town of Marana, Arizona, is hereby referred to, adopted and made a part of this ordinance as if fully set out here.

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

SECTION 3. This ordinance is administrative, as it affects the design of a Town-owned sign type, and is effective immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2019-085

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2019.019, REVISING MARANA STANDARD DETAIL 740-1 FOR WAYFINDING SIGNS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Marana Standard Detail 740-1, a copy of which is attached to and incorporated in this resolution as Exhibit A; one paper 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 3rd day of September, 2019.

Mayor Ed Honea

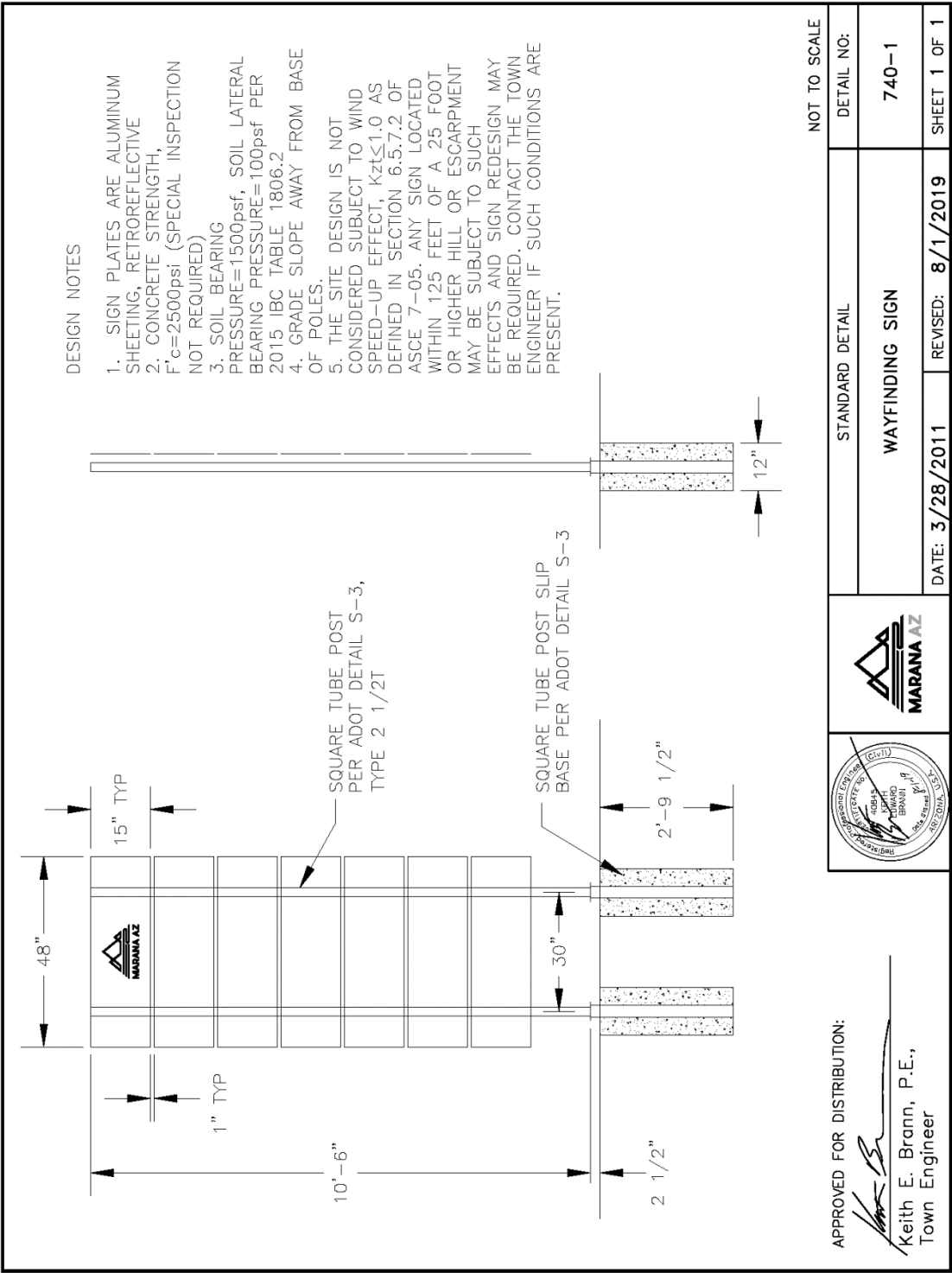
ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

EXHIBIT A TO MARANA RESOLUTION NO. 2019-085
Standard Detail 740-1 for Wayfinding Signs adopted by Marana Ordinance No. 2019.019





Council-Regular Meeting

C7

Meeting Date: 09/03/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: September 3, 2019

Subject: Approval of the Study Session Summary Minutes of August 13, 2019 and the Regular Council Meeting Summary Minutes of August 6, 2019 (Cherry L. Lawson)

Attachments

Draft Study Session Summary Minutes 08/13/2019

Draft Regular Council Meeting Summary Minutes 08/06/2019



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 13, 2019, at or after 6:00 PM**

Ed Honea, Mayor

Jon Post, Vice Mayor

David Bowen, Council Member

Patti Comerford, Council Member

Herb Kai, Council Member

John Officer, Council Member

Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL:

Mayor Honea called the meeting to order at 6:00 p.m. **Deputy Town Clerk Hilary Hiser** called the roll. All seven council members present constituting a quorum.

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

APPROVAL OF AGENDA:

Mayor Honea noted that the presenter for item D1 was not able to attend the meeting. He asked for approval of the agenda excluding item D1. *Council Member Kai motioned to approve the agenda, with a second motion provided by Vice Mayor Post. The motion passed 7-0, unanimously.*

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Traffic and Highways; presentation, update, and discussion regarding the Regional Transportation Authority (RTA) funding climate (Cherry L. Lawson) *Item D1 removed from the agenda.*

D2 Relating to Parks and Recreation; presentation and discussion regarding the comprehensive 10-Year Parks and Recreation Master Plan 2020 – 2030 update process. Presented by Parks and Recreation Director Jim Conroy.

Mr. Conroy stated the Town's current master plan was originally adopted in 2010, and then updated in 2016. The new proposed master plan update would address the Town's future needs based on expected growth over the next ten years. The new master plan would better align the parks facilities and activities to meet user demand, while also providing a high level of service. Mr. Conroy highlighted some of the unique recreation offerings and the importance of such programs in the years to come.

To better illustrate the need for the updated master plan, **Mr. Conroy** noted the Town's expected growth within the next ten years would reach an estimated 65,000 residents. He also highlighted citizens' participation in recreation programs have increased over 30 percent between 2015 and 2019. Mr. Conroy noted that the total number of physical park areas has also increased significantly since 2000 to 2019, and staff estimates the need for additional acreage of park space to meet the anticipated level of residents.

Mr. Conroy introduced the master plan consultant Don McGann. **Mr. McGann** briefly identified the various consultants that would assist with the development of the new updated master plan. He summarized the project management planning process as an active coordination between Town departments and citizen stakeholder groups. Mr. McGann stated that the principal partner is Ballard-King, which is a firm with substantial experience in Arizona parks planning.

Mr. McGann explained that the team's first priority is effective public engagement that actively seeks public input, engages a board range of residents, and provides public forums for input. He also noted the objective to conduct statistically valid surveys that reflect the expectations and needs of the community. Mr. McGann stated that based on the research and feedback received, the team would prepare a draft plan for council and public feedback. The team would then refine the plan to reflect those suggestions before final adoption by the Mayor and Council.

Mr. McGann transitioned describing the project scope. He highlighted the plan's intent to incorporate parks, open space and natural resource areas, special use facilities, and recreation programs as equally important elements that complement each other and provide enjoyment for residents. He touched on the project timeline indicating a total time for completion as 10 to 12 months. The initial research stage is scheduled to start in Fall 2019 and final adoption of the plan is scheduled for Summer 2020.

Council Member Ziegler commented that the proposed master plan update looks good. She hopes that the master plan would reflect the needs of the community and she would like to see the construction of a recreation center.

Mayor Honea asked if the master plan would address not only the type of facility spaces needed, but would also address the ongoing costs of maintaining and staffing

such facilities. **Mr. McGann** responded that the plan would address facility staffing, operations, and maintenances associated with the properties.

No formal Council action was taken.

D3 Resolution No. 2019-079: Relating to Development; approving a final plat for Tangerine Ridge, Lots 151-153, a re-plat of Lots 151-153 of the Original Tangerine Ridge Plat, located on North Raphael Way south of West Bellini Way. Presented by Senior Planner Steven E. Vasquez.

Mr. Vasquez stated the final plat was originally approved in 2015. However, Pulte Homes is requesting a lot line adjustment for three lots to correct a minor field survey error, which created a setback issue. He indicated that the revised plat is in conformance with the town's development regulations.

Vice Mayor Post motioned to approve Resolution No. 2019-079, with a second motion provided by Council Member Bowen. The motion passed 7-0, unanimously.

D4 Relating to Utilities; Update, discussion and possible direction regarding proposed changes to irrigation/bulk water and hydrant water rates. Presented by Interim Water Director Scott Schladweiler.

Mr. Schladweiler stated the presentation tonight was a follow-up to the June 18, 2019 Council Meeting discussing the preliminary findings of rates and fees for water and water reclamation. He noted that overview of the fees were presented at that prior meeting showed a cost of service approach where each customer class is paying for its proportionate share of operational expenses to maintain the system.

Following-up on the Council's June 18, 2019 request for additional information regarding the increased fee to standpipe customers, **Mr. Schladweiler** presented a revised graph comparing the existing rate to the proposed volumetric rates. He stated that although the department has about 200 accounts, there are only about 50 active customers using the standpipe. Mr. Schladweiler noted that since the system sees smaller volumes used on a consistent basis, the department was able to revise the operating costs bringing it to approximately \$14,300 per year. He noted that the standpipe, hydrant, and irrigation class types are all used for construction/industry services and he recommended a combined rate that would cover the operating costs of the standpipes, hydrants, and irrigation meters.

Vice Mayor Post asked what the other jurisdictions charged for similar items. **Mr. Schladweiler** responded that he did not know that information but would do some research. Vice Mayor Post asked if the proposed rates were subject to the groundwater resource charge. Mr. Schladweiler confirmed they were.

Mayor Honea thanked Mr. Schladweiler for averaging those fees together to create a more leveled fee.

No formal Council action was taken.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT:

Council Member Ziegler motioned to adjourn the meeting, with a second provided by Council Member Bowen. The motion passed 7-0, unanimously. The meeting adjourned at 6:32 p.m.

CERTIFICATION:

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on August 13, 2019. I further certify that a quorum was present.

Hilary H. Hiser, Deputy Town Clerk



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 7:00 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post; Council Members Dave Bowen, 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

Vice Mayor Post moved and Council Member Comerford seconded the motion to approve the agenda and removing Item B1 from the agenda. Motion passed, unanimously: 7-0.

CALL TO THE PUBLIC

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

PROCLAMATIONS

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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer reported on the staff of life guards with the Town and praised them for their ability to step in and save a patron's life. He also reported traffic concerns with the new CSTEM School in the Dove Mountain area. He praised the Marana Police for keeping the traffic moving in the area.

Mayor Honea stated he and **Council Member Bowen** toured the new Marana CSTEM School opening. It was a grand opening and many citizens came out to the school to tour it.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Mehta reported on the Council Executive Report stating at the end of July the Town issued 83 single-family housing permits. Last year at this same time, the Town issued 79 permits.

PRESENTATIONS

CONSENT AGENDA

Vice Mayor Post moved and Council Member Bowen seconded the motion to approve the Consent Agenda by Roll Call vote.

Ayes: Mayor Honea, Vice Mayor Post, Council Members Bowen, Comerford, Kai, Officer and Ziegler. Motion passed, unanimously: 7-0.

Nays: None

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

Council Member Ziegler moved and Vice Mayor Post seconded the motion to approve 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, AZ 85741. Motion passed, unanimously: 7-0.

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)

Cherry Lawson, Town Clerk provided a brief overview of this item stating staff recommends an order recommending approval be submitted to the DLCC for this liquor license application.

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) *Item removed from the agenda.*

COUNCIL ACTION

Council Member Bowen moved and Council Member Kai seconded the motion to 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, as well as Resolution No. 2019-076 declaring as a public record. Motion passed, unanimously: 7-0.

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)

[7:21 PM Minutes] **Mayor Honea** opened the Public Hearing on this item. There were no comments offered by the public.

[7:39 PM Minutes] **Mayor Honea** closed the Public Hearing.

Steven Cheslak, Principal Planner providing an overview of this item stating, this presentation is on the Parking Code and the updates. Staff is currently working on the Land Development Code as this is a part of that Code. He provided the following timeline for the new Parking Code adoption as provided below:

- Timeline for the new Parking Code adoption
 - July 25 , 2018: Planning Commission Study Session
 - September 11, 2018: Town Council Study Session
 - 2018-2019: Public and stakeholder feedback
 - May 29, 2019: Planning Commission Public Hearing
 - August 6, 2019: Town Council Public Hearing for Code adoption

The Town did receive positive feedback on the amendments to the Code, and all felt that this was a move in the right direction. **Mr. Cheslak** explained the amendments stating the Code was adopted in 1995 as many changes over time have occurred. Different sections of the Code has been updated. He provided the below overview (*PowerPoint Presentation is available on the Town's website and in the Town Clerk's Office*).

Removal of duplicated regulation and requirements

Newer, Revised Code Regulation Exists

- Found in Development Engineering sections
 - Points of Access (number and location)
 - Traffic Control (street connections)
 - Surfacing (type of paving)
 - Drainage (grading)
 - Curbing (location and dimension)
- Found in Planning sections
 - Landscaping (percentage)
 - Residential Parking (setbacks and size)

New Parking Lot Design Additions

- Compact Car Allowance
 - Up to 30% of total parking spaces
- Greater than 100 parking spaces
 - Parking lot division required
 - Landscaped swale
 - Landscaped pedestrian path (10' wide)
 - Primary or accessory building placement
- Greater than 400 parking 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

Mr. Cheslak continued stating when the Town reviewed the parking lot requirements in the 1990s', at that time it was ratio-based use. For example, if you had a business office you had one space for every 300 sq. ft. space used. From that time until today, much has changed. One of the biggest changes has been Amazon as it has changed the

way in which the public shops. This change in retail shopping has changed the functionality of parking lots; that is, providing for online pickup and delivery of items.

The Town is now proposing a Parking Justification Analysis, whereby the owner/operator informs the Town of its need for parking spaces. It allows for the owner to create the parking spaces that it needs for its business operation; they will tell us what the demand is for parking, what space they will use, where the data came from to support the request, the hours of operation, is parking being shared with others, where is the parking located, and any impacts to the neighborhood. Staff tried to cover many areas within the proposed Parking Code Update. **Mr. Cheslak** explained the requirements of the Parking Justification Analysis, stating staff can approve or reject the plan with a written statement. Once the owner/operator has received a response, they can revise their plan or appeal it to the Board of Adjustment. The Town is offering businesses with an opportunity to define its requirements for parking for its customers in a flexible manner.

Mr. Cheslak stated staff recommends the adoption of Ordinance No. 2019.018 along with the accompanying Resolution No. 2019-076 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.

Vice Mayor Post asked whether staff looks at parking requirements whenever a business obtains an occupancy permit—referring to a new or reestablished business owner up-starting a business when the business is new from the former existing business. **Mr. Cheslak** stated the Town currently practices this process. There may be some problems initially in certain areas such as a dirt area used for overflow, the Town will not issue a building permit as the business will need to address those issues. The Town cannot say ‘no’ to a use. He continued with providing examples of parking requirements for different types of businesses.

Council Member Bowen stated the requirement of a Parking Justification Analysis appears to be a form of a study that may prove to be an additional expense to the business owner. **Mr. Cheslak** responded stating it depends upon the magnitude of the size of the business whereby the Town can request a traffic study be provided. The Town can ask for what is needed along the way. For example, if it is a small business, the owner can submit notes written on its plan indicating the hours of operations and the number of parking spaces. This could be a brief narrative from the owner or its engineers. **Council Member Bowen** stated in reality the submission can be short in description. **Mr. Cheslak** confirmed stating the traffic study may likely be required for those large organizations that setup a business within the community that may likely impact the flow of traffic.

Council Member Kai asked whether the proposed update has any stipulations for overnight parking. **Mr. Cheslak** responded stating typically those are in the Code as a violation or Code Enforcement related activity.

Council Member Ziegler stated she is in favor of the parking lot justification ideology of analysis is based upon the needs of the business, and not the Town informing owners of what they should have. She commended staff for this change in the Code.

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)

Council Member Kai moved and Vice Mayor Post seconded the motion 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. Motion passes, unanimously: 7-0.

Scott Schladweiler, Interim Water Director provided a brief overview on this item stating the Town of Marana 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 Honea and Council**.

The main objective of the rate study securing water resources for our current and future customers, funding systems improvements and preventative maintenance plans, developing and funding a reserve policy, ensuring timely payment of debt obligations, as well as a rate schedule that provides revenue stability and promotes conservation. One of the other items addressed was an outreach plan. Staff have been diligently working on an outreach plan, and have two tentative dates for public meetings, September 12 in north Marana and September 26 in south Marana. At this time, those dates are tentative. They are also looking into doing social media posts—they are developing a website that will have an overview of rate study requirements and other general information for customers. Staff will also participate in community conversations.

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. Staff is recommending approving Resolution No. 2019-077 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.

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)

Vice Mayor Post moved and Council Member Ziegler second the motion adopting 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. Motion passes, unanimously: 7-0.

Frank Cassidy, Town Attorney stated at the former Park-N-Shade location located east of Breakers Road off of Tangerine, now Premier RV. In 2003 Park-N-Shade dedicated the Town 150 feet of right-of-way in front of that property in two separate deeds. If for some reason it is not needed in the future, it would be abandon back to the then property owner. Once Premier purchased the property, the Town received earlier this year a request for abandonment of a larger strip of right-of-way. **Town Engineer, Keith Brann** reviewed the area and studied it in light of the design concept report for Phase 2 of Tangerine Road. Actually, we will need a Frontage Roadway to serve the business along the way (referring to the map).

He stated, even with having a Frontage Road, there is sufficient right-of-way to release 25 feet to them. Their parking lots are partially within the right-of-way; they would have to have a license agreement with us for nearly everything. They would still need to have a license with the Town, but that will permit them to have the parking on their own property. Once that area becomes a Frontage Road, they will still have access to that Frontage Road area. According to **Mr. Brann** there will not be enough traffic and therefore, will not be a problem.

Within the draft resolution and the deed, the Town reserved a Temporary Construction Easement in the event the Town has to go into the 25 ft. area of the construction in Phase 2, the Town will be able to do that. The Town feels that it is appropriate to abandon the 25 feet back to the property owner.

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)

Jason Angell, Development Services Director provided an overview and update of those projects occurring within the Town of Marana limits. **Council Member Ziegler** commented on the adult retail store, Fascination on Ina Road. She complimented staff

on their efforts to provide in keeping the Mayor and Council abreast of new businesses coming into the area.

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)

Jamsheed Mehta, Town Manager stated there is no news from the legislature; however, the Town will become very active with the Pima County Association of Government (PAG) and the RTA plan. He and **Town Engineer, Keith Brann** visited with the leadership there and the Town has been asked to prepare for a presentation to the Citizens Advisory Committee of the RTA looking toward the RTA Plan 2. We are preparing for that as to what Marana will likely be concerned with and of those areas that Marana would be most interested in presenting. They expect other jurisdictions would make presentations to the Citizens Advisory Committee. At this point, the Town plans on addressing each one of the goals that have been provided by the RTA.

He stated there was some reference to maintaining roadways in the future as well as paying or financing transit services for areas that Marana does not currently have as priority in comparison to other entities.

Vice Mayor Post asked whether the Town will be presenting a Council approved project to the PAG or present a staff approved one instead. **Mr. Mehta** responded stating at this time, the Town will review its priorities that are within our current transportation section of the General Plan which includes a significant number of capital projects. **Vice Mayor Post** stated Marana will go in with those items that have been previously approved by Council. **Mr. Mehta** confirmed.

Council Member Ziegler questioned whether Marana has a representative on RTA Advisory Board. **Mr. Mehta** stated Marana does have representatives on the Citizen Advisory Committee. **Mayor Honea** stated Marana has three (3) representatives on the CAC. **Mr. Mehta** stated he would provide a Council with the three individuals from Marana.

EXECUTIVE SESSIONS

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.

[8:02 PM Minutes:]

Council Member Kai moved and Council Member Bowen seconded the motion to enter into an Executive Session Meeting 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. Motion passes, unanimously: 7-0.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Vice Mayor Post moved and Council Member Bowen seconded the motion to adjourn the meeting. Meeting adjourned at 8:56 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 August 6, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 3, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowicz on behalf of Foulk Family Winery, located at 7229 N. Thornydale Road #148 Marana, AZ 85741 (Cherry L. Lawson)

Discussion:

This application is for a series #10 Beer and Wine Store liquor license at Foulk Family Winery, located at 7229 N. Thornydale Road #148 Marana, AZ 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 #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Foulk Family Winery, located at 7229 N. Thornydale Road #148 Marana, AZ 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #10 Beer and Wine Store liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Foulk Family Winery, located at 7229 N. Thornydale Road #148 Marana, AZ 85741.

Attachments

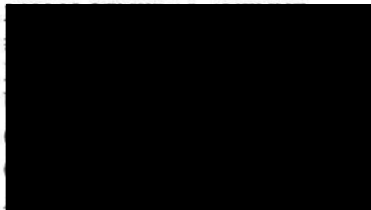
Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Types of Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

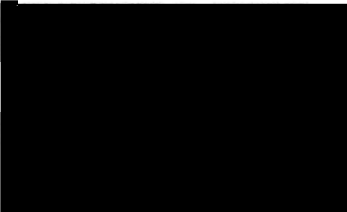
Created 07/23/2019 @ 04:39:00 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	FOULK FAMILY WINERY	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	7229 N THORNYDALE ROAD #148 MARANA, AZ 85741 USA	
Mailing Address:		
Phone:		
Alt. Phone:		
Email:		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	
Phone:	
Alt. Phone:	
Email:	

OWNER

Name: ONE PARTICULAR WINERY, LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L21700838 State of Incorporation: AZ
Incorporation Date: 04/06/2017
Correspondence Address: [REDACTED]

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
PETIT SYRAH INVESTMENT GROUP, LLLP	MEMBER	100.00
ELIZABETH KATHRYN FOULK	MGR-LLC	
SARA ELIZABETH FOULK	MGR-LLC	
BRYAN RICHARD FOULK	MGR-LLC	

**ONE PARTICULAR WINERY, LLC - MGR-LLC
ORAL CONSULTING AND MANAGEMENT
SERVICES, INC. - Dir/SHAREHOLDER
THE FOLK FAMILY REVOCABLE TRUST -
Trustee**

Name: BRYAN RICHARD FOULK
Gender: Male
Correspondence Address: [REDACTED]

Phone:
Alt. Phone:
Email:

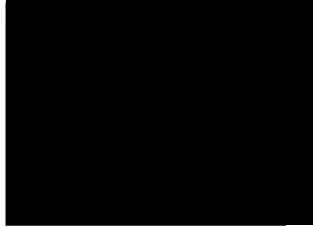
**ONE PARTICULAR WINERY, LLC - MGR-LLC
ORAL CONSULTING AND MANAGEMENT
SERVICES, INC. - Dir/SHAREHOLDER
THE FOLK FAMILY REVOCABLE TRUST -
Trustee**

Name: SARA ELIZABETH FOULK
Gender: Female
Correspondence Address: [REDACTED]

Phone:
Alt. Phone:
Email:

ONE PARTICULAR WINERY, LLC - MGR-LLC

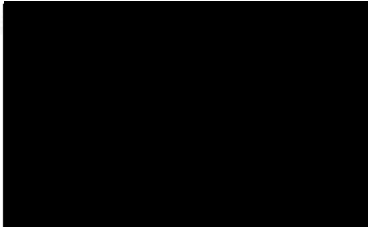
Name: ELIZABETH KATHRYN FOULK
Gender: Female
Correspondence Address:



Phone:
Alt. Phone:
Email:

ONE PARTICULAR WINERY, LLC - MEMBER

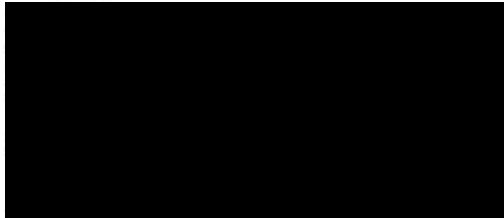
Name: PETIT SYRAH INVESTMENT GROUP, LLLP
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: PARTNERSHIP
AZ CC File Number: S6001528 State of Incorporation:
Incorporation Date:
Correspondence Address:



Phone:
Alt. Phone:
Email:

**PETIT SYRAH INVESTMENT GROUP, LLLP -
General Partner**

Name: ORAL CONSULTING AND MANAGEMENT SERVICES, INC.
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: 10699759 State of Incorporation: AZ
Incorporation Date: 04/09/2003
Correspondence Address:



Phone:
Alt. Phone:
Email:

**PETIT SYRAH INVESTMENT GROUP, LLLP -
Limited Partner**

Name: THE FOLK FAMILY REVOCABLE TRUST
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 70686
Application Type: New Application
Created Date: 07/23/2019

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 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.
MONTESSORI LEARNING SCHOOL
7251 N MEREDITH BLVD TUCSON AZ 85741
1,115 FT
- 4) Please provide name, address, and distance of nearest church.
BEAUTIFUL SAVIOR LUTHERAN CHURCH
7570 N THORNYDALE RD TUCSON AZ 85741
1,920 FT
- 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?
TERMINATION AND MONETARY PENALTIES
- 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?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
09/01/2019



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

AFFIDAVIT OF POSTING

Date of Posting: July 31, 2019 Date of Posting Removal: August 20, 2019

Applicant's Name: Lewkowitz Andrea Dahlman
Last First Middle

Business Address: 7229 N. Thornydale Road Marana 85741
Street City Zip

License #: 70686

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.

Suzanne Sutherland Executive Assistant to the Town Clerk 520-382-1961
Print Name of City/County Official Title Phone Number

Suzanne Sutherland August 20, 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 #: 70686
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL #2019-14
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 3rd of
(Governing body) (Regular or special) (Day)
September, 2019 considered the application of Andrea Dahlman Lewkowitz
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application #70686,
(Arizona liquor license application #)
for the license series #: type Series #10: Beer and Wine Store as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz
(Name of applicant)
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department
of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ on _____, _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

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: 09/03/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: September 3, 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 No. 3

- Align our organization 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 Tom Sommerville 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. Former applicant, John Beale, submitted his interest for the four-year term expiring June 30, 2023. However, Mr. Beale notified the Town on August 2, that he would have to withdraw his interest as he would be moving from Marana. Former employee Tom Sommerville, submitted his application of interest for the appointment to the PSPRS Board on August 5, 2019 for consideration.

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 Tom Sommerville 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 TOM SOMMERVILLE 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 Tom Sommerville 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 Tom Sommerville 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 3rd day of September, 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:

August 5th, 2019 @ 12:37am

Board or Commission	Public Safety Personnel Retirement System
Please upload your resume here.	https://seam.ly/jbhnmcgD
First Name	Thomas
Last Name	Sommerville
Email	[REDACTED]
Full Address	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
How many years have you lived at this address?	15 years, 10 months
How many years have you lived in Marana?	15 years, 10 months
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Retired (Law Enforcement)
Employer	(Last) Town of Marana
What is your vision for the Town?	To continue to grow and attract new residents and businesses. Also, to provide a safe environment for the community.
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?	To complete the proposed "downtown" area bringing in new businesses. Growth and how to provide essential services for that growth. Annexation into Pinal County. Water issues.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	A safe, family oriented community which provides for its'' residents (i.e. parks, events, maintained streets, etc.).
Please explain your professional background	For the last 45 years I have worked in the law enforcement profession. Thirty of those years as a police officer for the City of Detroit, MI, and the last 15 years as a Crime Scene Specialist for the Marana Police Department.
Describe your experience working with a Council-appointed board or commission	While in Detroit, I was involved in the police union. Because of my work in that position I sat in on many boards. The executive board of the union making decisions as to finances and the handling of over 5,000 officers concerns. I was appointed as a trustee for the Detroit Police Benefit & Protective Protective Association overseeing benefits to the widows and orphans of officers. I sat on the Marana Police Officer''s Association Board and assisted in negotiations when there was a Memorandum of Understanding with the town. These were not the Marana Town Council appointments but I consider those experiences will assist me in the position I am seeking.

Describe a time when you had to stand firm and make a tough or unpopular decision	As the coordinator and officer in charge of the 20 officer Detroit Police Honor Guard, I brought on female officers to that unit against the wishes of several of the male officers. Some had threatened to resign if the females were allowed on the guard, but I stood firm and accepted them as members. It was not a popular decision amongst many but I stood by my decision and had no regrets.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I believe I can make the decisions in the best interest of both the town and the person or persons involved. I would first follow what the laws state and follow what my law enforcement's Code of Ethics taught me when I first joined the police department in 1973. I will keep my private life unsullied from my decisions and base my decisions on the facts and merits of the case.
Full Name	Terry Rozema
Full Address	11555 W. Civic Center Drive Marana AZ 85653
Relationship	Marana Police Chief, my former supervisor.
Phone Number	520-382-2032
Full Name	Joseph Mooney
Full Address	11555 W. Civic Center Drive Marana AZ 85653
Relationship	Marana Police, Crime Scene Unit Supervisor (my former immediate supervisor)
Phone Number	520-382-2033
Phone Number	<div></div>
Name of Business	(None) N/A
Person with Interest	(None) N/A
Type of Interest	(None) N/A
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	

Are you, a relative, or any member of your household an employee of the Town of Marana?	Yes
If Yes, please explain	My wife, Renee Sommerville, is a billing specialist/customer service rep for the Marana Water Department. She has been employed there for 12 years.
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	<p>First Name: Thomas Last Name: Sommerville Email Address: [REDACTED]</p> <p><i>Thomas M. Sommerville</i></p> <p>Signed at: 08/05/2019 12:36AM</p>
Full Date	<p>8 5 2019</p>



Council-Regular Meeting

B2

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Jamsheed Mehta, Town Manager

From: Heath Vescovi-Chiordi, Economic Development Specialist

Date: September 3, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Principle Statement 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 2019-086: Relating to Boards, Commissions and Committees; selecting Transportation Connectivity and Infrastructure as the topic for the Marana Citizens' Forum Fall 2019 session (Jamsheed Mehta)

Discussion:

The Marana Citizens' Forum was established by the Town Council to discuss, deliberate, and make recommendations back to the Council on matters that are important to our community. Generally, several topics of current interest are compiled and presented by Town staff to the Town Council to then narrow down the list to the top three topics. The Marana Citizens' Forum then selects one of the Council recommended topics.

Alternately, the Town Council may also suggest a single topic for the Citizens' Forum to consider if the topic is of high importance at that time, or if input from the citizen body could be used in planning efforts - as was done with the *Make Marana* 2040 General Plan.

It is Town staff's recommendation that a single topic on Transportation be forwarded to the Citizens' Forum for their next (Fall 2019) session. If approved by Town Council, the citizen body will discuss all modes of transportation and the relevance of each mode (vehicular, pedestrian, aircraft, bicycle, etc.) as we look to the future of Marana.

There are two reasons to consider Transportation as a topic of discussion at this time. First, it immediately follows the 2040 General Plan discussion and the hands-on exercises that the Forum was engaged in. Their recommendations on transportation to Council could be a preamble for more detailed future plans on transportation infrastructure needed to stay ahead of growth and development in Marana.

Secondly, the Regional Transportation Authority (RTA) is engaging communities and stakeholders within Pima County to develop its second Transportation Plan. Recommendations from the Marana Citizens' Forum could provide a wide perspective to Marana Town Council as it prepares to engage in the regional transportation plan update.

If adopted, the proposed resolution will select *Transportation Connectivity and Infrastructure* as the topic for the next Forum Session. This will allow the Citizens' Forum to act as a key component in crafting citizen-driven recommendations on transportation infrastructure for the Town of Marana and to:

- Enable continuous and constructive communication through the process
- Build consensus and obtain buy-in
- Support future transportation planning and implementation efforts
- Facilitate community-based recommendations

Staff Recommendation:

Staff recommends approval of the resolution selecting Transportation Connectivity and Infrastructure as the topic for the Marana Citizens' Forum Fall 2019 session.

Suggested Motion:

I move to adopt Resolution No. 2019-086, selecting Transportation Connectivity and Infrastructure as the topic for the Marana Citizens' Forum Fall 2019 session.

Attachments

Resolution No. 2019-086

MARANA RESOLUTION NO. 2019-086

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; SELECTING TRANSPORTATION CONNECTIVITY AND INFRASTRUCTURE AS THE TOPIC FOR THE MARANA CITIZENS' FORUM FALL 2019 SESSION

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 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, and describing the powers, purposes and processes of the Forum, including the process for topic selection for each Forum session; and

WHEREAS the Town Council finds that selecting Transportation Connectivity and Infrastructure as the topic for the next Marana Citizens' Forum session 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, that in lieu of the normal topic selection process for the Forum, Transportation Connectivity and Infrastructure is hereby selected as the topic for the Marana Citizens' Forum Fall 2019 session, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

D1

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Mo El-Ali, Public Works Director

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: September 3, 2019

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

Strategic Plan IV, The Commerce Focus Area, Principle Statement 2, Initiative 13 - Invest Town resources to ensure travel ways, public spaces, parks, public facilities, and other community spaces are clean, maintained, and showcase Marana's high standard of excellence.

Subject: Relating to Traffic and Highways; presentation regarding the status of the Pavement Preservation Program (Mo El-Ali)

Discussion:

The Town's pavement preservation program employs a proactive maintenance philosophy focused on keeping good pavements in good condition and reducing the need for major reconstruction. This approach results in improved pavement performance, long term cost savings, increased safety, and greater customer satisfaction.

Public Works staff and our consultant Infrastructure Management Services (IMS) recently completed an evaluation and analysis of the condition of Town streets. Through this effort, the current and targeted condition of Town streets were assessed. The purpose of the assessment was to provide an objective pavement performance data that can be utilized to manage the pavement network in the most cost-effective manner that provides the Town with the optimal blend of level of service and budget requirements.

To accomplish this goal, IMS conducted field surveys utilizing the Laser Road Surface Tester (RST) for the surface distress surveys of the Town's roadway network. The Laser RST, equipped with an array of 11 lasers, digital cameras, GPS, and a touchscreen tablet

drove the Town's roadways to update the network inventory data and pavement condition assessment data. The data is of sound quality and backup materials are in possession of the Town. Field data is being input into the Town's asset management software Cartegraph database.

This evening, staff will present the current pavement condition of the Town's network, planned work in the current fiscal year, summary of the results of the pavement condition assessment project, level of service options, and how much it would cost to maintain the streets at the target condition in the next five years.

Staff is seeking input from Council if maintaining the current level of service is adequate for the long-term? Secondly, should we explore ways to address the funding gap with new revenue sources?

Staff Recommendation:

Presentation only.

Suggested Motion:

Council's pleasure.

Attachments

Pavement Preservation Update



Pavement Preservation Program Update



Public Works Team

September 3, 2019

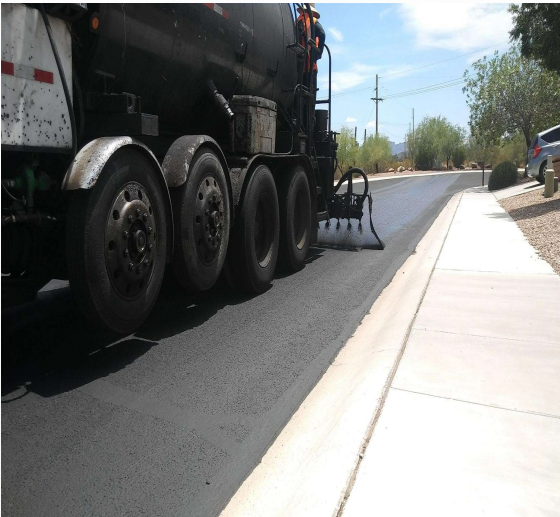


Committee Members

- Superintendent - Rob Grimaldo (Public Works)
- Supervisor - Daniel Silva (Public Works)
- Project Manager - Mac Murray (Engineering)
- Field Inspector - Greg Sendlak (Engineering)
- Assets Coordinator - Robin Carreon (Public Works)
- Signs and Markings Specialist - Rich Jacinto (Public Works)

Pavement Preservation Philosophy

- Preserve Excellent Pavements First – Minor Treatment
- Repair Fair and Poor Pavements – Moderate Treatment
- Reconstruct as a Last Resort – Major Treatment

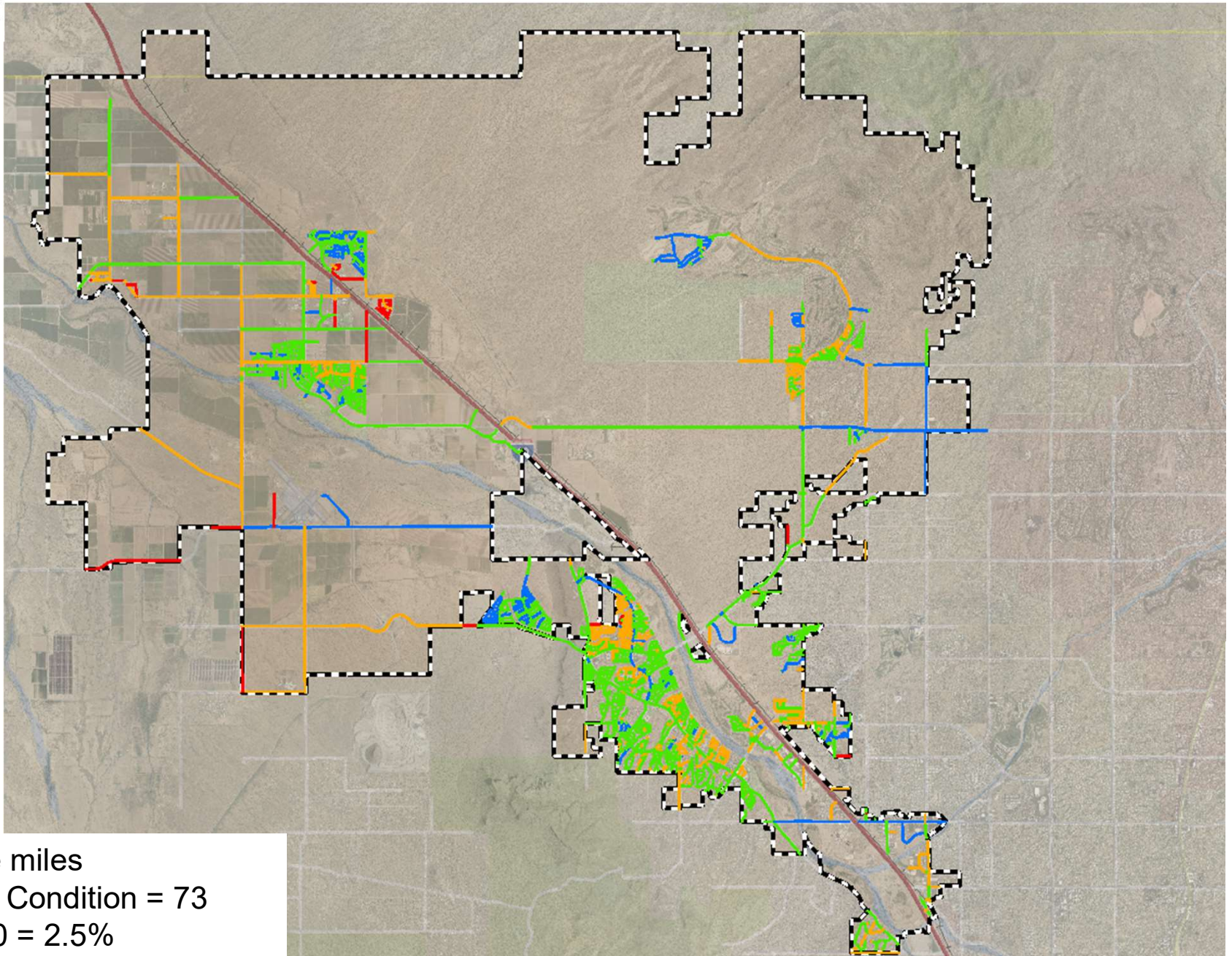


Pavement Treatment Costs

- Crack Seal ≈ \$1 per square yards (\$7,040 per lane mile)
- Fog Seal ≈ \$2 per square yard (\$14,080 per lane mile)
- Chip Seal ≈ \$7 per square yards (\$49,280 per lane mile)
- Mill & Overlay ≈ \$18 per square yards (\$126,720 per lane mile)
- Reconstruct ≈ \$42 per square yards (\$295,680 per lane mile)



FY2019 Pavement Condition Rating



- 540 lane miles
- Average Condition = 73
- OCI < 40 = 2.5%

OCI IMAGES 35



OCI IMAGES 56



FC IMS
2019/03/22 21:37:45

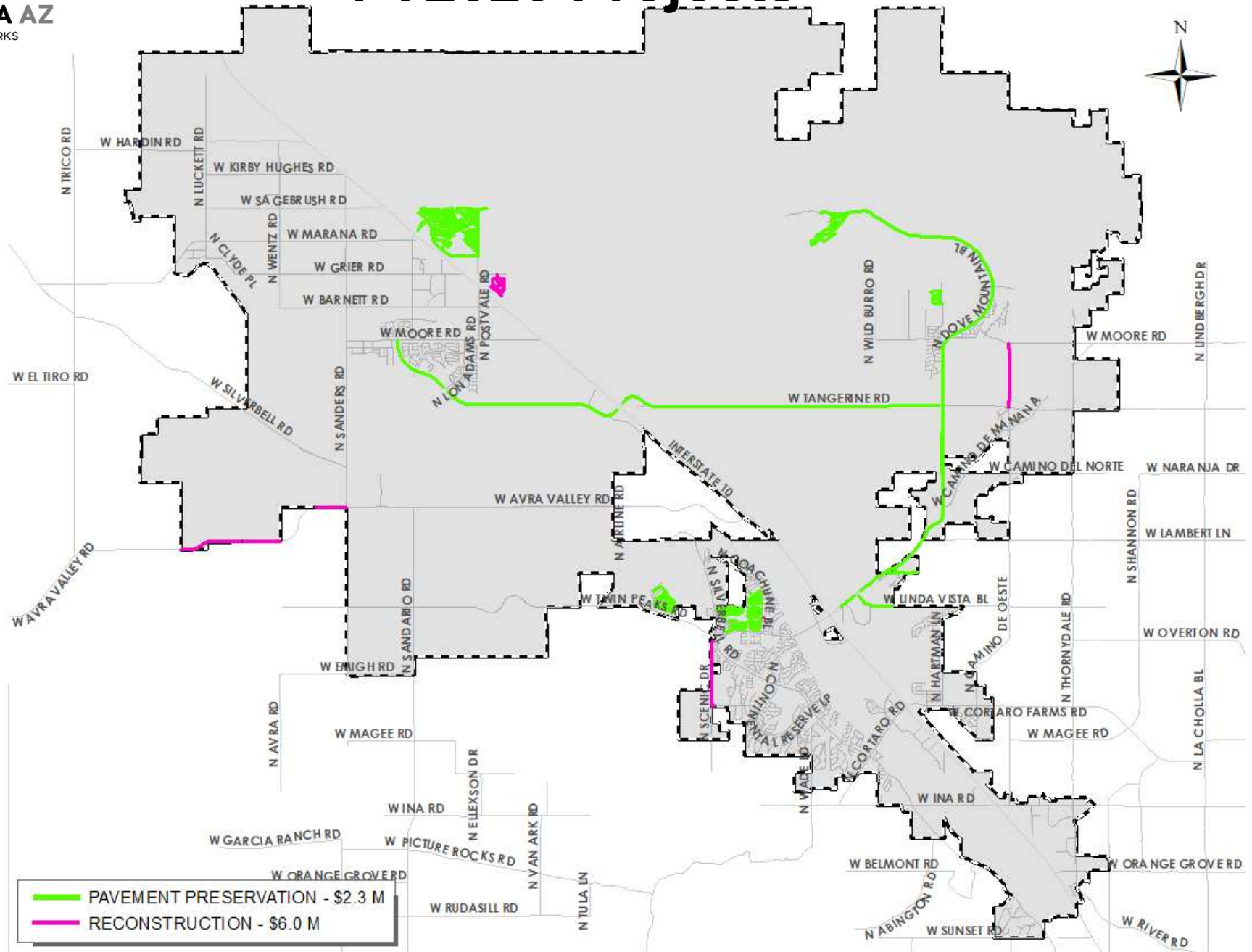
OCI IMAGES 76



OCI IMAGES 90



FY2020 Projects

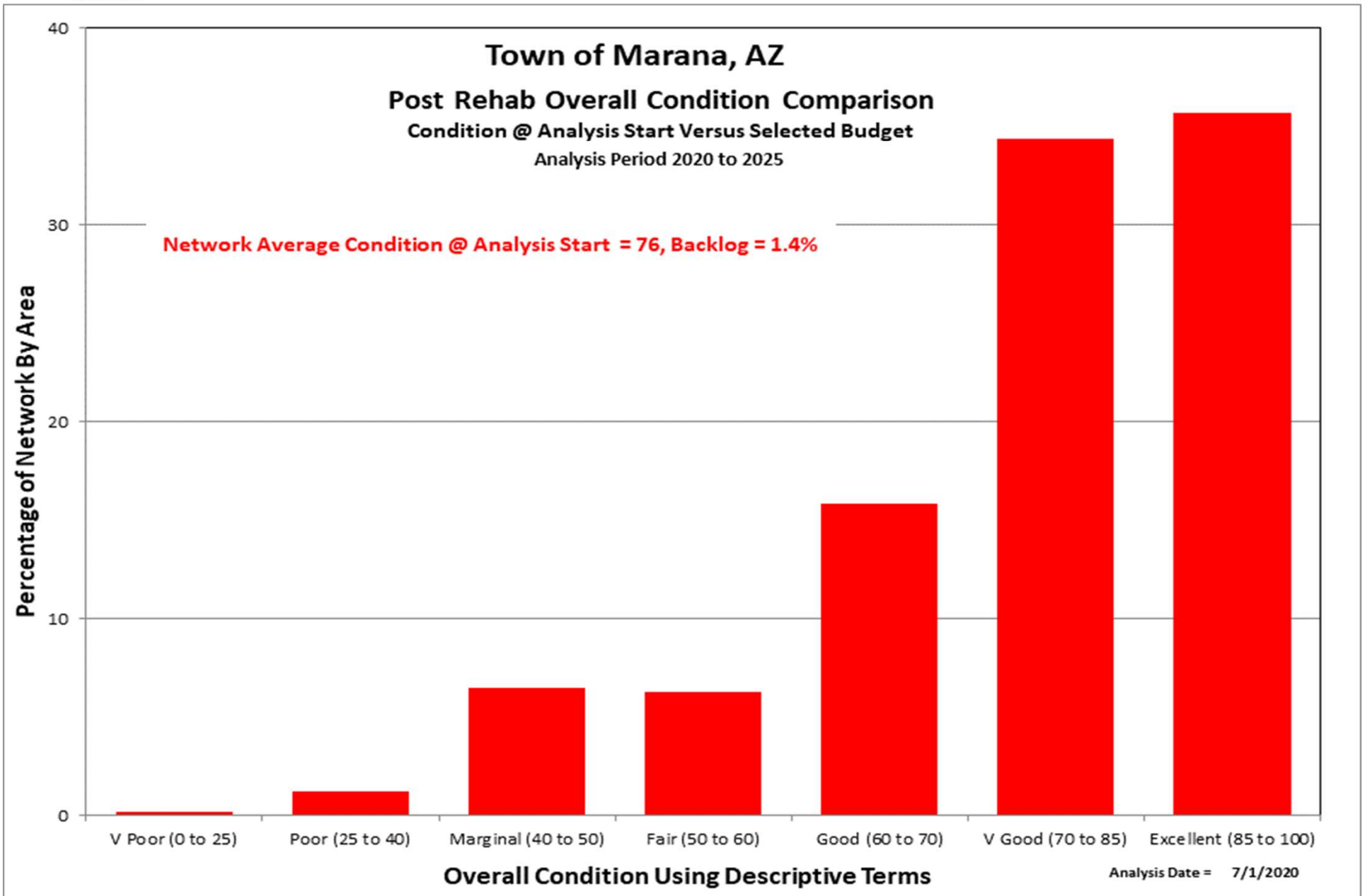


Pavement Assessment Project

- Public Works initiated a pavement condition survey and assessment in FY 2019. All streets have been reevaluated
- Field data is being input into the Town's Cartegraph database
- The goal is to develop a 5 year predictable pavement preservation program



FY2020 Pavement Condition



Budget Required for Varying OCI's

OCI Level	Budget Required
80	\$5.0 M
78	\$4.0 M
76	\$3.5 M
74	\$3.0 M
72	\$2.5 M
70	\$1.5 M



Budget Levels Required to Maintain Streets at OCI 76

	FY2021	FY2022	FY2023	FY2024	FY2025
Annual Budget at OCI 76	\$3.50 M	\$3.50 M	\$3.50 M	\$3.50 M	\$3.50 M
Pavement Preservation Budget	\$1.25 M	\$1.25 M	\$1.25 M	\$1.25 M	\$1.25 M
Programmed CIP Budget	\$0.60 M	\$0	\$1.05 M	\$1.80 M	\$0
Budget Gap	\$1.65 M	\$2.25 M	\$1.2 M	\$0.45 M	\$2.25 M



What Else Does HURF (The Gas Tax) Fund?

- Street Maintenance Materials and Rentals
- Street Sweeping
- Signs and Markings
- Traffic Signals (Energy and Maintenance)
- Street Lighting (Energy and Maintenance)
- Landscape Maintenance and Weed Control
- ADA Ramps and Sidewalks Replacements
- Culvert and Wash Cleaning
- Structures (Guardrail, Bridges)
- Inmate Labor
- Vehicle and Equipment Maintenance
- Fuel and Oil
- Equipment Replacements



Next Steps

- Continue Maintaining and Preserving Excellent Pavements First – Minor Treatments
- Continue Repairing Fair and Poor Pavements – Moderate Treatments
- Continue Identifying Resources to Fund Reconstruction Projects - CIP

Discussion





Council-Regular Meeting

D4

Meeting Date: 09/03/2019

To: Mayor and Council

Submitted For: Jamsheed Mehta, Town Manager

From: Jane Fairall, Deputy Town Attorney

Date: September 3, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-087: Relating to Municipal Court; reappointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2019; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar (Jamsheed Mehta)

Discussion:

On September 1, 2015, the Town Council appointed Laine Sklar as Marana Town Magistrate for a two-year term beginning on October 1, 2015 and ending September 30, 2017. On September 19, 2017, Judge Sklar was subsequently reappointed for another two-year term.

In the years since her appointment, Judge Sklar has implemented several new programs and increased efficiencies within the court, while taking charge of both the judicial and administrative functions. The proposed item on tonight's agenda will reappoint Judge Sklar for another two-year term as the Marana Town Magistrate.

Judge Sklar's contract for the 2017-2019 term called for compensation in the amount of \$106,000.00. The agreement further provided that if other unclassified (department head) positions in the Town received a pay raise in FY 19, Judge Sklar received the same pay raise on October 1, 2018. A copy of the 2017-2019 contract is attached for the Council's convenience.

A proposed new agreement is included within the Council packet for consideration. The new agreement will maintain the same benefits and terms and conditions as the previous agreement, and includes a two-year term through September 30, 2021. The

amount of compensation for both the first year and second year of the agreement has been left blank for Council consideration and discussion. An executive session has also been scheduled on tonight's agenda for discussion of the Town Magistrate's employment and contract, if needed.

Financial Impact:

The Court's department budget has adequate existing budgetary capacity to pay for the Town Magistrate's salary and benefits.

Staff Recommendation:

Staff recommends approval of Judge Sklar's contract.

Suggested Motion:

I move to adopt Resolution No. 2019-087, reappointing Laine Sklar as Marana Town Magistrate for a two-year term beginning October 1, 2019; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine Sklar with a salary of \$_____ for the first year of the agreement and a salary of \$_____ for the second year of the agreement.

Attachments

Resolution No. 2019-084
Exhibit A - Town Magistrate Employment Agreement
2017-2019 Magistrate Agreement

MARANA RESOLUTION NO. 2019-087

RELATING TO MUNICIPAL COURT; REAPPOINTING LAINE SKLAR AS MARANA TOWN MAGISTRATE FOR A TWO-YEAR TERM BEGINNING OCTOBER 1, 2019; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND LAINE SKLAR.

WHEREAS Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed to a two-year term; and

WHEREAS the position of Marana Town Magistrate is currently held by Laine Sklar, who has served in that position since 2015; and

WHEREAS Laine Sklar is a member in good standing of the State Bar of Arizona with extensive courtroom experience; and

WHEREAS the Town Council finds that the reappointment of Laine Sklar as Marana Town Magistrate is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Laine Sklar is hereby reappointed as Marana Town Magistrate for a two-year term beginning on October 1, 2019, and that the Town Magistrate Employment Agreement 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.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of September, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

TOWN MAGISTRATE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LAINE P. SKLAR (the "Judge") for magistrate services. The Town and the Judge are collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to as the "Party."

RECITALS

A. The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403.

B. The Judge is a member in good standing of the State Bar of Arizona with extensive Arizona courtroom experience.

C. The Judge is currently the Marana Town Magistrate, and the Parties desire for the Judge to continue as Marana Town Magistrate pursuant to this Agreement.

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

Article 1. Magistrate Appointment and Compensation

1.1. Appointment. The Town hereby appoints and employs the Judge as Marana Town Magistrate for a two-year term beginning October 1, 2019 and ending September 30, 2021.

1.2. Compensation. The Judge shall be paid a base salary of \$_____ for the first year of this Agreement, from October 1, 2019 through September 30, 2020. The Judge shall be paid a base salary of \$_____ for the second year of this Agreement, from October 1, 2020 through September 30, 2021.

1.3. Continuing Legal Education. The Town shall pay registration fees, mileage expenses and standard reasonable lodging and meal reimbursements for the Judge to attend the annual Arizona Judicial Conference and other seminars within the State of Arizona that are required to satisfy the Judge's continuing legal education requirements.

1.4. Status. For purposes of determining employee benefits, the Judge shall be an employee of the Town, and not an independent contractor, and shall receive all of the normal employee benefits accruing to other Town employees with the following clarifications.

1.4.1. In addition to the managed time off (MTO) leave hours generally provided to most full-time Town employees on an annual basis, the Judge shall be granted an additional 40 hours of MTO leave annually.

1.4.2. The Judge shall accrue vacation leave at the rate set forth in the Town's personnel policies, depending upon the Judge's length of service as an employee with the Town.

1.5. Judicial Independence. Notwithstanding the Judge's status as a Town employee for purposes of determining benefits, the authority, if any, of the Town over the Judge shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, the Parties agree that the Judge shall comply with all applicable State and Federal

laws, and that the Town's personnel policies and administrative directives shall apply to the Marana Municipal Court and its employees.

1.6. Administrative Modifications. The parties recognize that changes in Magistrate Court personnel and fluctuations in Magistrate Court usage may require modification of the administrative duties of the Marana Town Magistrate and other Magistrate Court employees. The parties agree to cooperate and coordinate in making adjustments to the duties of the Marana Magistrate and other Magistrate Court employees, as necessary, to adjust to these changes.

Article 2. Full Time Employment

The Parties acknowledge and agree that the position of Marana Town Magistrate is a full time, forty-hour a week job, considering the Marana Town Magistrate's duties at the Magistrate Court and responsibility to attend other meetings and functions of the Court and the Town. Consequently, the Judge shall typically work normal work hours (Monday through Friday, 8 A.M. to 5 P.M.), vacation, personal, and sick days and holidays excepted.

Article 3. Community Service

The Judge shall be available for and participate in such community outreach and community service activities as the Judge determines are consistent with and do not create a conflict of interest or any appearance of impropriety with her position as Town Magistrate. Any hours spent participating in community service activities shall be included for purposes of work load tracking under Article 2.

Article 4. Termination

4.1. By the Judge. The Judge may terminate this Agreement at any time.

4.2. By the Town. The Town may terminate this Agreement in any manner consistent with the laws of the State of Arizona, including without limitation termination for cause after a due process hearing or upon removal of the Judge from the office of Marana Town Magistrate by the Arizona Supreme Court pursuant to Article 6.1, Section 2 or Section 3 of the Arizona Constitution.

4.3. By Death. This Agreement automatically terminates upon the Judge's death.

4.4. By Term. This Agreement terminates on September 30, 2021, if not previously terminated pursuant to other provisions of this Article.

4.5. Effect of Termination. The Judge's status as a Town employee, and her rights to receive compensation and benefits, shall terminate upon the termination of this Agreement. The amount of the Judge's compensation shall be pro-rated based on the termination date.

Article 5. General Terms and Conditions.

5.1. Effective Date. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

5.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

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

5.5. Interpretation. This Agreement has been negotiated by the Town and the Judge, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

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

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

“THE TOWN”:

“THE JUDGE”:

THE TOWN OF MARANA, an Arizona
municipal corporation

LAINE P. SKLAR

By: _____
Ed Honea, Mayor

Laine P. Sklar

Date: _____

Date: _____

ATTEST:

Cherry L. Lawson, Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN MAGISTRATE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LAINE P. SKLAR (the "Judge") for magistrate services. The Town and the Judge are collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to as the "Party."

RECITALS

A. The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403.

B. The Judge is a member in good standing of the State Bar of Arizona with extensive Arizona courtroom experience.

C. The Judge is currently the Marana Town Magistrate, and the Parties desire for the Judge to continue as Marana Town Magistrate pursuant to this Agreement.

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

Article 1. Magistrate Appointment and Compensation

1.1. Appointment. The Town hereby appoints and employs the Judge as Marana Town Magistrate for a two-year term beginning October 1, 2017 and ending September 30, 2019.

1.2. Compensation. The Judge shall be paid a base salary of \$106,000.00 per year for the period of this Agreement, modified by any increases noted herein.

1.3. Annual Salary Adjustment. The Parties recognize that performance reviews and merit-based salary adjustments would not be consistent with maintaining the independence of the Marana Town Magistrate. On the other hand, restricting the Judge's compensation to base salary would provide lesser salary increases than are typical for unclassified (management) positions of the Town. To balance these considerations, the Parties agree that if the Town Council approves salary increases for employees in unclassified positions for the fiscal year beginning July 1, 2018, whether the increases are due to a market adjustment or are considered to be merit-based salary adjustments, the Judge shall receive a salary increase equal to the maximum salary increase provided for unclassified positions, effective October 1, 2018.

1.4. Continuing Legal Education. The Town shall pay registration fees, mileage expenses and standard reasonable lodging and meal reimbursements for the Judge to attend the annual Arizona Judicial Conference and other seminars within the State of Arizona that are required to satisfy the Judge's continuing legal education requirements.

1.5. Status. For purposes of determining employee benefits, the Judge shall be an employee of the Town, and not an independent contractor, and shall receive all of the normal employee benefits accruing to other Town employees with the following clarifications.

EXHIBIT A

1.5.1. In addition to the managed time off (MTO) leave hours generally provided to most full-time Town employees on an annual basis, the Judge shall be granted an additional 40 hours of MTO leave annually.

1.5.2. The Judge shall accrue vacation leave at the rate set forth in the Town's personnel policies, depending upon the Judge's length of service as an employee with the Town.

1.6. Judicial Independence. Notwithstanding the Judge's status as a Town employee for purposes of determining benefits, the authority, if any, of the Town over the Judge shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, the Parties agree that the Judge shall comply with all applicable State and Federal laws, and that the Town's personnel policies and administrative directives shall apply to the Marana Municipal Court and its employees.

1.7. Administrative Modifications. The parties recognize that changes in Magistrate Court personnel and fluctuations in Magistrate Court usage may require modification of the administrative duties of the Marana Town Magistrate and other Magistrate Court employees. The parties agree to cooperate and coordinate in making adjustments to the duties of the Marana Magistrate and other Magistrate Court employees, as necessary, to adjust to these changes.

Article 2. Full Time Employment

The Parties acknowledge and agree that the position of Marana Town Magistrate is a full time, forty-hour a week job, considering the Marana Town Magistrate's duties at the Magistrate Court and responsibility to attend other meetings and functions of the Court and the Town. Consequently, the Judge shall typically work normal work hours (Monday through Friday, 8 A.M. to 5 P.M.), vacation, personal, and sick days and holidays excepted.

Article 3. Community Service

The Judge shall be available for and participate in such community outreach and community service activities as the Judge determines are consistent with and do not create a conflict of interest or any appearance of impropriety with her position as Town Magistrate. Any hours spent participating in community service activities shall be included for purposes of work load tracking under Article 2.

Article 4. Termination

4.1. By the Judge. The Judge may terminate this Agreement at any time.

4.2. By the Town. The Town may terminate this Agreement in any manner consistent with the laws of the State of Arizona, including without limitation termination for cause after a due process hearing or upon removal of the Judge from the office of Marana Town Magistrate by the Arizona Supreme Court pursuant to Article 6.1, Section 2 or Section 3 of the Arizona Constitution.

4.3. By Death. This Agreement automatically terminates upon the Judge's death.

4.4. By Term. This Agreement terminates on September 30, 2019, if not previously terminated pursuant to other provisions of this Article.

4.5. Effect of Termination. The Judge's status as a Town employee, and her rights to receive compensation and benefits, shall terminate upon the termination of this Agreement. The amount of the Judge's compensation shall be pro-rated based on the termination date.

Article 5. General Terms and Conditions.

51. Effective Date. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

52. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

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

55. Interpretation. This Agreement has been negotiated by the Town and the Judge, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

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

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

"THE TOWN":

THE TOWN OF MARANA, an Arizona
municipal corporation

By: _____

Ed Honea, Mayor

Date: _____

9-20-17

"THE JUDGE":

LAINE P. SKLAR

Laine P. Sklar

Date: _____

9/21/17

ATTEST:

Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

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