



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 15, 2019, at or after 7:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on October 15, 2019, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

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

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Budget; presentation of preliminary year-end results (July-June) for the Town's General Fund and other selected major funds for the 2018-2019 fiscal year (Yiannis Kalaitzidis)

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. 2019-100: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the Arizona Board of Regents on behalf of the University of Arizona and the Town of Marana for transportation engineering services and related research (Libby Shelton)
- C2 Resolution No. 2019-101: Relating to Development; approving a final plat for Camino de Oeste, Lots 28, 109, 110 & Common Area "A", a re-plat of Lots 28, 109, 110 & Common Area "A" of the original Camino de Oeste Final Plat, located at 8671 N. Camino de Oeste (Steven E. Vasquez)
- C3 Resolution No. 2019-102: Relating to Development; approving a final plat for Gladden Farms Block 30, Lots 1-136, Block "A" and Common Areas "A-1" through "A-8" and "B-1" through "B-9" located northwest of the intersection of Midfield Road and Mike Etter Boulevard (Brian D. Varney)
- C4 Resolution No. 2019-103: Relating to Development; approving a final plat for Marana Main Street, Blocks 6, 7, 8 & 11 through 17, a re-plat of Blocks 6, 7 and 8 of the original Marana Main Street Plat, located approximately at the northeast corner of Sandario Road and Marana Main Street (Steven E. Vasquez)
- C5 Resolution No. 2019-104: Relating to Utilities; approving and authorizing the Mayor to sign a one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (Scott Schladweiler)

- C6 Resolution No. 2019-105: Relating to the Police Department; approving and authorizing the Chief of Police to execute an Interagency Service Agreement by and between the Town of Marana and the Arizona Department of Transportation for use of Arizona Traffic and Criminal Software (AzTraCS) (Libby Shelton)
- C7 Resolution No. 2019-106: Relating to Municipal Court; approving the reappointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for the Marana Municipal Court (Laine Sklar)
- C8 Approval of the Regular Council Meeting Summary Minutes of October 1, 2019, and the Study Session Meeting Summary Minutes of September 24, 2019 (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location/Owner Transfer series #006 Bar liquor license application submitted by Thomas Robert Aguilera on behalf of Casa Marana Craft Beer + Wine, located at 8225 N. Courtney Page Way #191 Tucson, Arizona 85741.

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2019-107: Relating to Boards, Commissions and Committees; establishing a special council committee to receive and review applications for and make recommendations to the Town Council regarding appointment of trustees for the Marana Health Care Benefits Trust; and authorizing the Mayor to appoint three members of the Marana Town Council to the special committee (Jane Fairall)

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2019.021: Relating to Utilities; amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024 (Scott Schladweiler)

Resolution No. 2019-108: Relating to Utilities; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2019.021, amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and

wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024 (Scott Schladweiler)

- A2 PUBLIC HEARING: Ordinance No. 2019.022: Relating to Development; amending Marana Town Code Title 17 (Land Development) by revising section 17-6-14 (medical marijuana dispensary) to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit; and considering whether to create related exceptions to the limitation on the number of permitted medical marijuana dispensaries (Frank Cassidy)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Ordinance No. 2019.023: Relating to Finance; exempting the Sol Dog Lodge development project from certain Town of Marana development and building fees in an amount up to \$30,000 (Heath Vescovi-Chiordi)
- D2 Relating to Utilities; presentation, discussion and possible direction regarding proposed changes to the Town of Marana comprehensive fee schedule to add or increase fees for water and water reclamation services (Scott Schladweiler)
- D3 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)
- D4 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/ government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

EXECUTIVE SESSIONS

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

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in Ashley v. Town of Marana, Pima County Superior Court case number C20184288.

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 10/15/2019

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Budget; presentation of preliminary year-end results (July-June) for the Town's General Fund and other selected major funds for the 2018-2019 fiscal year (Yiannis Kalaitzidis)

Discussion:

The purpose of this item is to present a summary of the Town's preliminary year-end financial results for the Town's General Fund and other selected major funds for fiscal year 2018-19. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high level revenue summary, expenditure summary, and anticipated ending balances at the year-end.

Revenue

Overall, revenues and other financing sources are within or higher than expectations for the Town's General Fund and other selected funds.

General Fund revenue is slightly above budgeted expectations and projected to come in at about 12% above budgeted amounts. This is primarily due to higher than anticipated sales tax revenues, Single Family Resident (SFR) permits and increased returns on investments. Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, are also above expectations after a strong winter tourism season. Overall revenues for the Water Fund meet expectations for the fiscal year despite rate revenues being slightly below budgeted levels due to lower consumption. Revenues for the Airport are near budgeted levels when excluding a planned operating transfer between funds. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item.

Expenditures

Expenditures in all funds are at or below expectations through the fourth quarter. This is primarily attributable to vacancy savings, operational efficiencies and also the timing of large one-time projects and programs which have yet to occur such as final invoicing for the Ina Road Bridge over the Santa Cruz river and tenant improvements to the Municipal Campus. Preliminary HURF expenditures are below expected levels through the end of the fiscal year due to the rollover of the Pavement Preservation Program into the next fiscal year. Additional detail on this variance and other funds are included within the visualization slides attached to this item.

General Fund Balance and Reserves

Based upon the preliminary year-end results, we expect that the General Fund fund balance will grow by approximately \$6.6M from \$29.6M in fiscal year 2017-2018 to \$36.2M at the end of fiscal year 2018-2019. It is important to note, as we have in the past, that not all of the estimated \$36.2M in General Fund fund balance is available to spend for a number of reasons including the Town's minimum reserve policy. In fact, staff estimates that only \$10.3M is unassigned. Please find a General Fund reserve impact slide attached to this Council report which breaks out in greater detail the various obligations of the General Fund.

The preliminary year-end update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page:

<http://www.maranaaz.gov/financial-documents> after the Council meeting.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

FY2018-2019 Fourth Quarter Financial Update
General Fund Reserve Impact FY2019

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FY 2018 - 2019 YEAR-END FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the fourth quarter of fiscal year 2019 (July 2018 - June 2019). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, 1/2 Cent Sales Tax Fund and the Transportation Fund. Also included are the enterprise funds Airport, Water, and Water Reclamation. Please note that all amounts are preliminary, un-audited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

Revenues				Expenditures			YTD Over/Under
Fund	FY 2019 Budget	Revenue Amount	% Budget	FY 2019 Budget	Expenditure Amount	% of Budget	Over/(Under)
GENERAL FUND	44,956,009	50,296,674	112 %	49,082,027	43,663,271	89 %	6,633,403
HURF	3,276,078	3,647,574	111 %	3,763,784	2,486,702	66 %	1,160,872
TRANSPORTATION FUND	5,906,742	8,541,735	145 %	22,054,047	12,162,845	55 %	-3,640,640
BED TAX FUND	1,088,016	1,432,613	132 %	1,088,016	1,085,763	100 %	346,850
1/2 CENT SALES TAX FUND	2,952,570	2,966,923	100 %	5,087,956	6,025,002	118 %	-3,058,079
WATER FUND	6,013,950	6,096,656	101 %	6,153,934	5,637,669	92 %	458,987
WATER RECLAMATION FUND	2,258,671	3,494,817	155 %	2,261,593	1,877,521	83 %	1,617,296
AIRPORT FUND	557,704	1,191,149	214 %	575,204	463,576	81 %	727,573

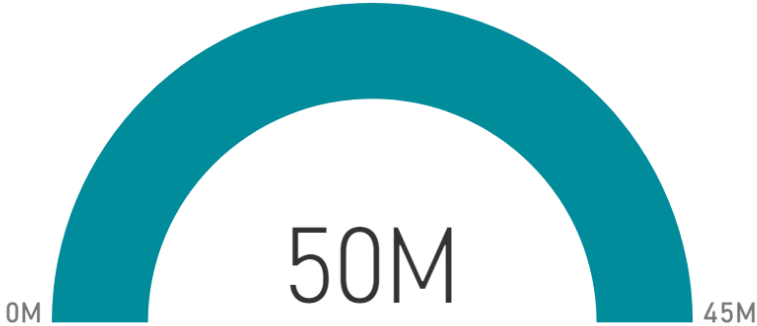
FY2018-2019 YEAR-END RESULTS: GENERAL FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

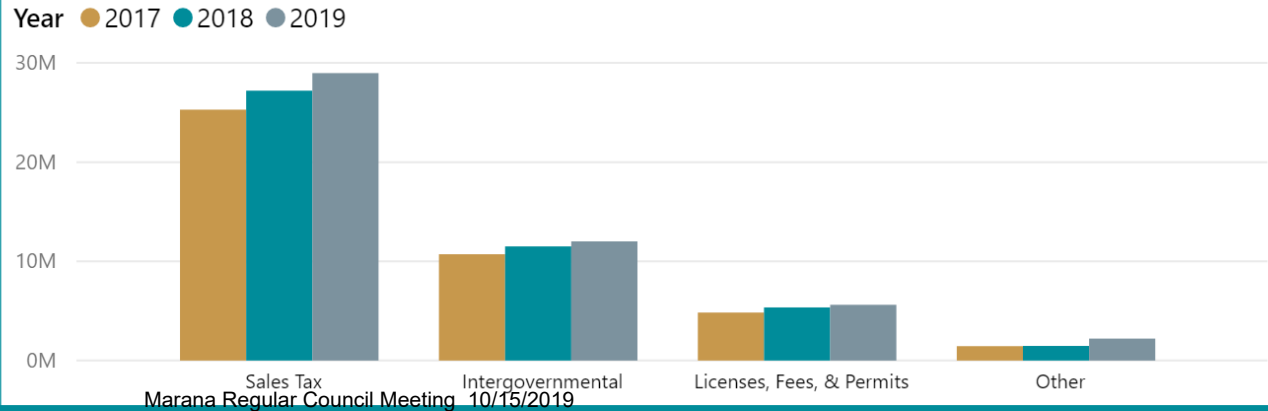
☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Sales Tax	26,284,560	28,972,723	110 %
Intergovernmental	11,748,196	12,012,620	102 %
Licenses, Fees, & Permits	4,818,090	5,851,394	121 %
Charges for Services	518,637	582,922	112 %
Other	1,586,526	2,877,015	181 %
Total	44,956,009	50,296,674	112 %



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits makes up 95% of budgeted revenues for the fund. Due to strong economic conditions, overall preliminary year-end collections are slightly above budgeted levels for FY2019. Intergovernmental Revenues are amounts received from the State's shared revenue program and are distributed based upon population estimates. Licenses, Fees, & Permits are above budgeted expectations due to strong Commercial and Single Family Residential (SFR) permit revenue through the year. Other revenues, comprised of various revenue streams include increased investment income earnings and dividends.



Category	2017	2018	2019
Sales Tax	25,288,245	27,236,047	28,972,723
Intergovernmental	10,716,724	11,506,530	12,012,620
Licenses, Fees, & Permits	4,840,177	5,593,212	5,851,394
Charges for Services	495,659	585,391	582,922
Other	1,450,115	1,723,122	2,877,015
Total	42,790,920	46,644,302	50,296,674

FY2018-2019 YEAR-END RESULTS: GENERAL FUND EXPENSES

SELECT REVENUE OR EXPENSE

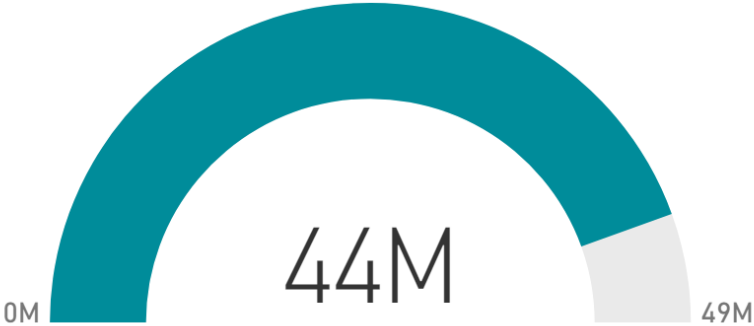
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EXPENSES

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REVENUES

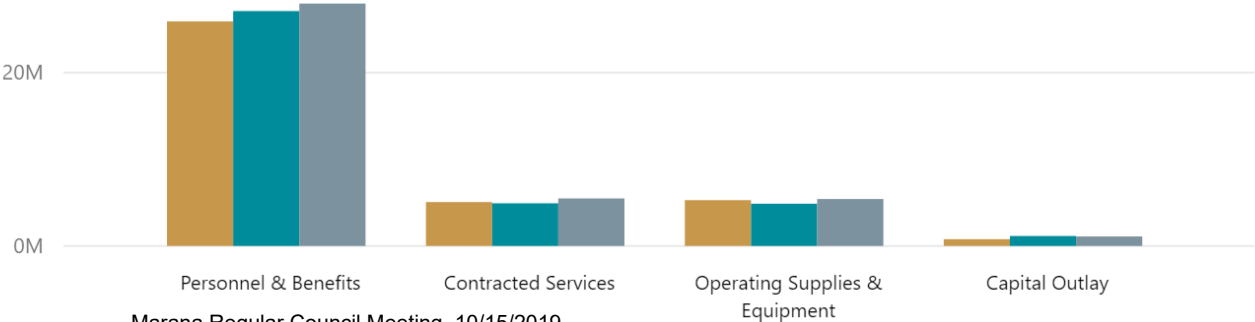
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	29,920,421	27,959,234	93 %
Contracted Services	7,728,240	5,466,786	71 %
Operating Supplies & Equipment	5,720,586	5,412,523	95 %
Capital Outlay	1,443,641	1,093,812	76 %
Other Financing Uses	4,269,139	3,730,916	87 %
Total	49,082,027	43,663,271	89 %



General Fund Relevant Information

General Fund Expenses through the end of FY2019 are below budgeted expectations. Contracted Services includes large projects such as the planned renovations to the MMC B-Building. Several of these projects are budgeted to be carried-forward into the next fiscal year. Other Financing Uses is related to all budgeted transfers, some of which will not be done in this fiscal year.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	25,903,207	27,099,187	27,959,234
Contracted Services	5,064,024	4,904,120	5,466,786
Operating Supplies & Equipm...	5,283,011	4,869,509	5,412,523
Capital Outlay	780,905	1,144,510	1,093,812
Other Financing Uses	3,886,142	4,339,515	3,730,916
Total	40,917,289	42,356,841	43,663,271

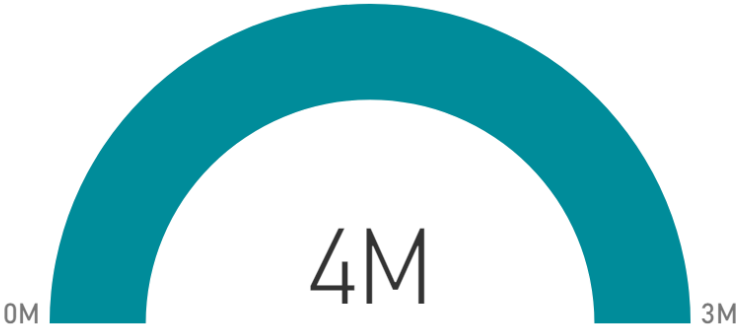
FY2018-2019 YEAR-END RESULTS: HURF REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

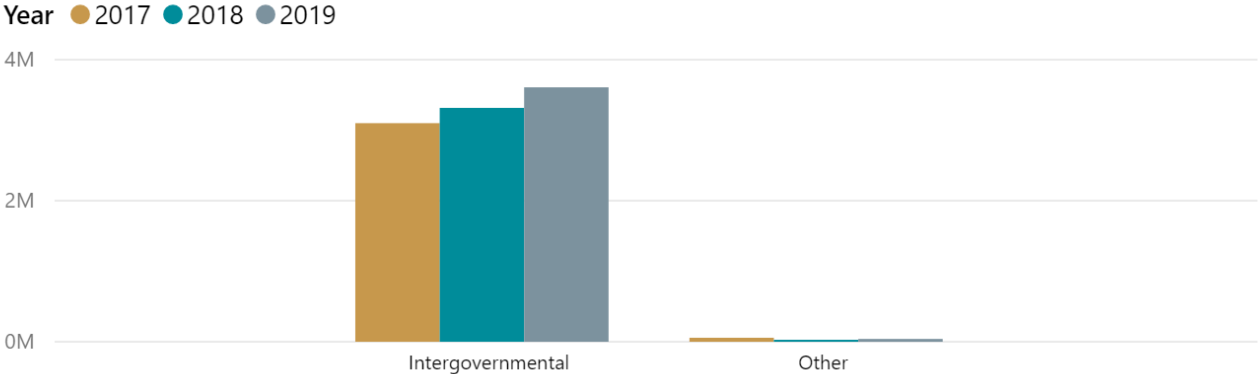
☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Intergovernmental	3,268,578	3,607,631	110 %
Other	7,500	39,943	533 %
Total	3,276,078	3,647,574	111 %



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's road and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Preliminary year-end HURF revenue collections are above forecasted levels. Most of this variance is due to higher than expected fuel and vehicle registration revenues. Investment income makes up the majority of Other revenue for the fund.



Category	2017	2018	2019
Intergovernmental	3,099,309	3,316,057	3,607,631
Other	56,727	15,843	39,943
Total	3,156,036	3,331,900	3,647,574

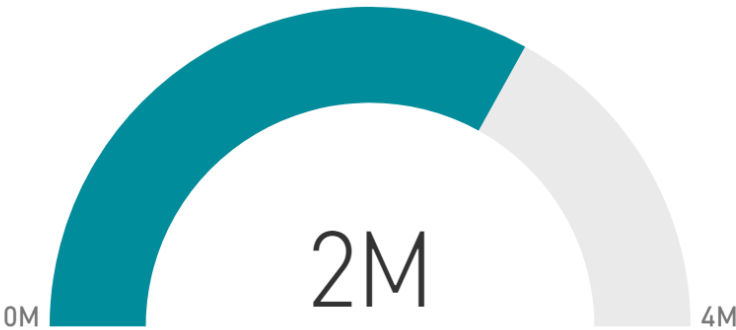
FY2018-2019 YEAR-END RESULTS: HURF EXPENSES

SELECT REVENUE OR EXPENSE

EXPENSES

REVENUES

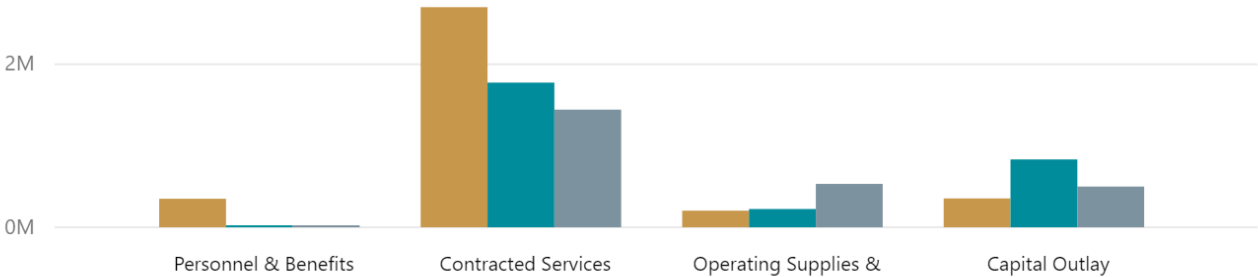
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	23,600	12,935	55 %
Contracted Services	2,665,357	1,442,757	54 %
Operating Supplies & Equipment	407,000	531,523	131 %
Capital Outlay	667,827	499,487	75 %
Total	3,763,784	2,486,702	66 %



HURF Relevant Information

HURF expenses are below budgeted amounts through the fourth quarter of FY2019. Contracted Services is sharply below budget due to the timing of the Town's Pavement Preservation Program which was brought forward and combined with the FY2020 Pavement Preservation Program. Operating Supplies & Equipment are above budgeted levels for FY2019 due to unanticipated costs associated with monsoon storm damage in calendar year 2018. For FY2020, the Town budgeted a restricted amount for such circumstances. As a whole for FY2019, the fund has expended its resources as anticipated.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	350,015	6,540	12,935
Contracted Services	2,699,347	1,774,050	1,442,757
Operating Supplies & Equipment	203,849	223,956	531,523
Capital Outlay	354,298	832,023	499,487
Total	3,607,509	2,836,569	2,486,702

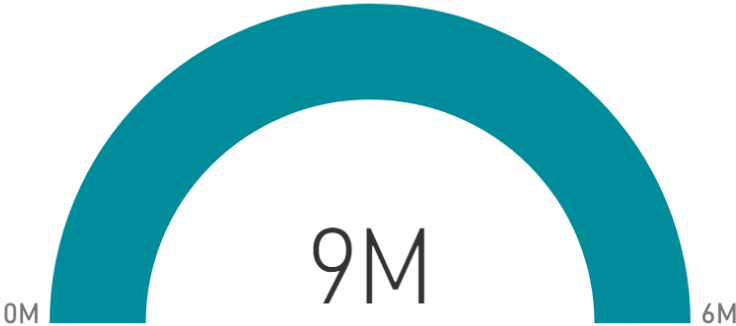
FY2018-2019 YEAR-END RESULTS: TRANSPORTATION FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

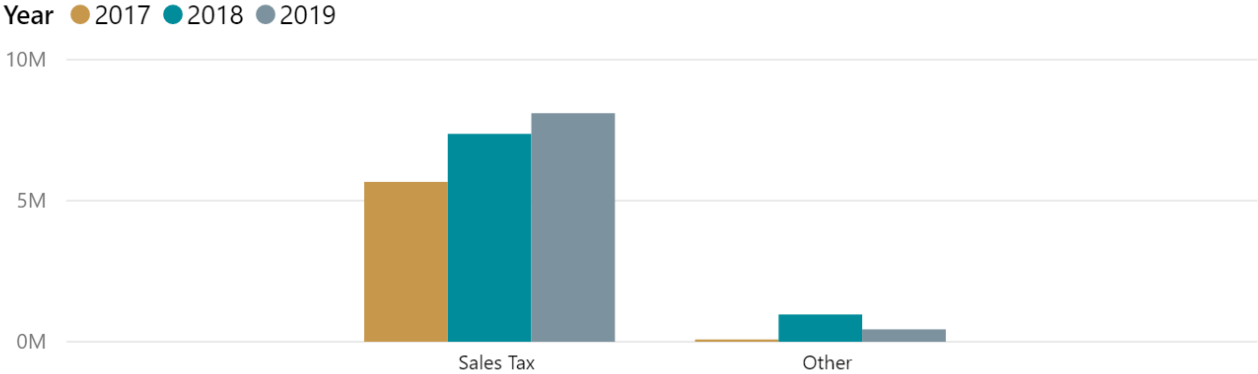
☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Sales Tax	5,906,742	8,101,697	137 %
Other	0	440,037	0 %
Total	5,906,742	8,541,735	145 %



Transportation Fund Relevant Information

The Transportation Fund is comprised of 75% of all contracting taxes collected by the Town and is to be used for new road construction and reconstruction projects. Preliminary year-end revenue collections for FY2019 is higher than budgeted amounts due to higher than anticipated residential (802 SFR permits) and commercial construction activity, combined with conservative forecasting during budget development . Other revenue is comprised of mostly investment income.



Category	2017	2018	2019
Sales Tax	5,667,969	7,368,949	8,101,697
Other	81,274	974,950	440,037
Total	5,749,243	8,343,899	8,541,735

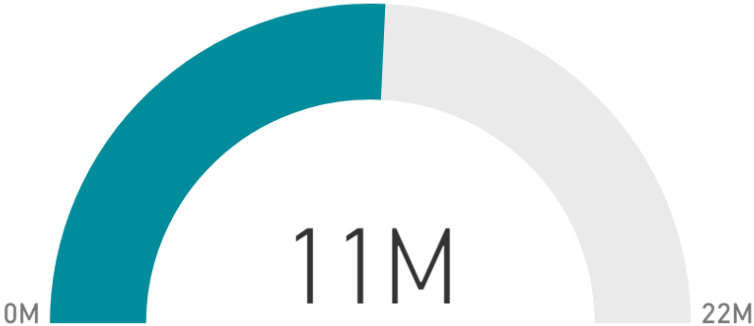
FY2018-2019 YEAR-END RESULTS: TRANSPORTATION FUND EXPENSES

SELECT REVENUE OR EXPENSE

☒ EXPENSES

☐ REVENUES

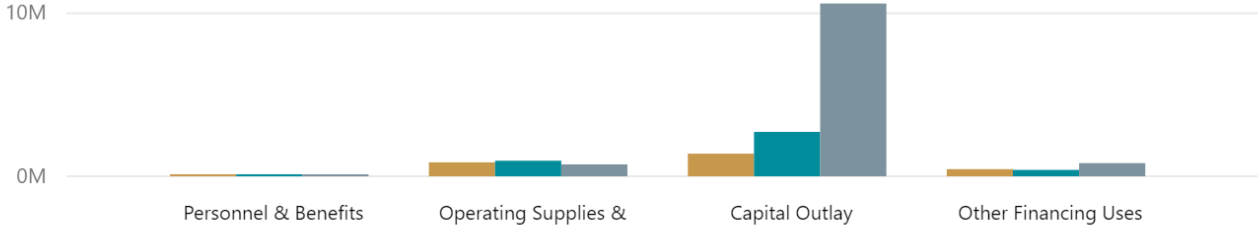
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	17,425	31,588	181 %
Operating Supplies & Equipment	0	730,618	0 %
Capital Outlay	20,391,126	10,592,342	52 %
Other Financing Uses	1,645,496	808,297	49 %
Total	22,054,047	12,162,845	55 %



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted expectations through the end of FY2019 due to a number of reasons. Several construction related projects such as the Ina Road Pavement project were significantly below budget. Other projects such as the Ina Rd. bridge over the Santa Cruz will have carry-forward amounts for ADOT billing into FY2020. Personnel & Benefit costs are associated with contract employees tied to the Tangerine Road project that is now completed. Costs associated with Operating Supplies is related to existing developer agreements that will be accounted for in future budget cycles. Other Financing Uses is associated with restricted budgets and planned transfers.

Year ● 2017 ● 2018 ● 2019



Category	2017	2018	2019
Personnel & Benefits	117,304	67,305	31,588
Operating Supplies & Equipm...	854,795	953,745	730,618
Capital Outlay	1,387,043	2,722,389	10,592,342
Other Financing Uses	437,399	391,239	808,297
Total	2,796,541	4,134,678	12,162,845

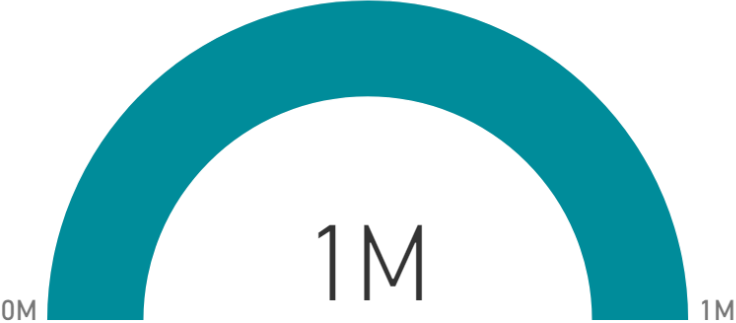
FY2018-2019 YEAR-END RESULTS: BED TAX FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Sales Tax	1,088,016	1,429,401	131 %
Other	0	3,212	0 %
Total	1,088,016	1,432,613	132 %



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. After a strong winter tourism season, year-end estimated revenue for FY2019 is above budgeted expectations.

Year 2017 2018 2019



Category	2017	2018	2019
Sales Tax	1,178,535	1,327,289	1,429,401
Other			3,212
Total	1,178,535	1,327,289	1,432,613

FY2018-2019 YEAR-END RESULTS: BED TAX FUND EXPENSES

SELECT REVENUE OR EXPENSE

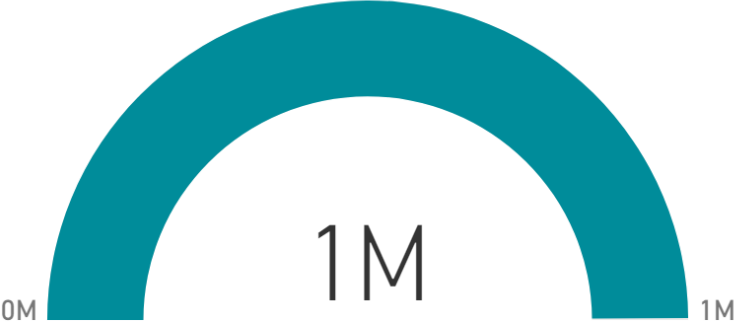
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EXPENSES

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REVENUES

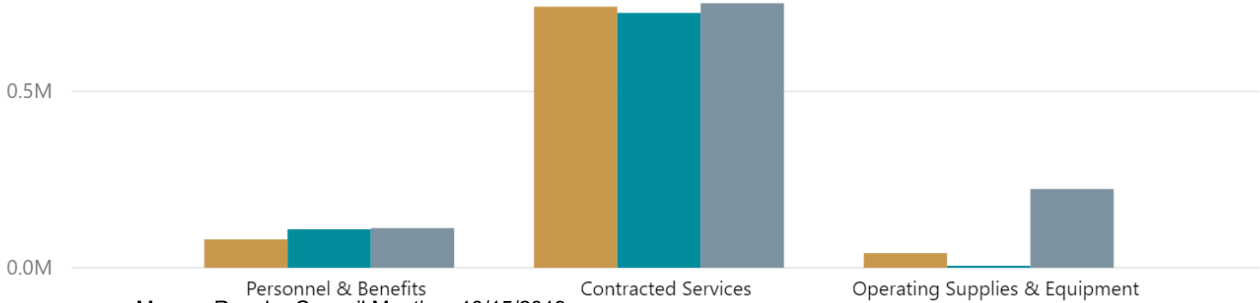
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	116,477	112,505	97 %
Contracted Services	760,322	750,100	99 %
Operating Supplies & Equipment	211,217	223,158	106 %
Total	1,088,016	1,085,763	100 %



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund is spending it's resources as expected through the end of FY2019. The majority of expenses related to Operating Supplies & Equipment is a developer agreement rebate in the Dove Mountain area.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	80,475	109,031	112,505
Contracted Services	740,275	722,596	750,100
Operating Supplies & Equipment	41,623	172	223,158
Total	862,373	831,799	1,085,763

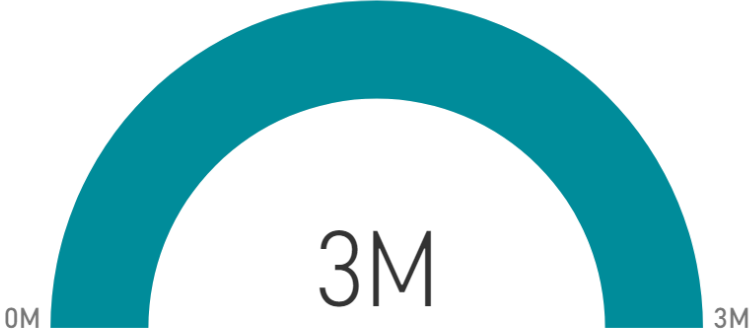
FY2018-2019 YEAR-END RESULTS: 1/2 CENT SALES TAX FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

☒ REVENUES

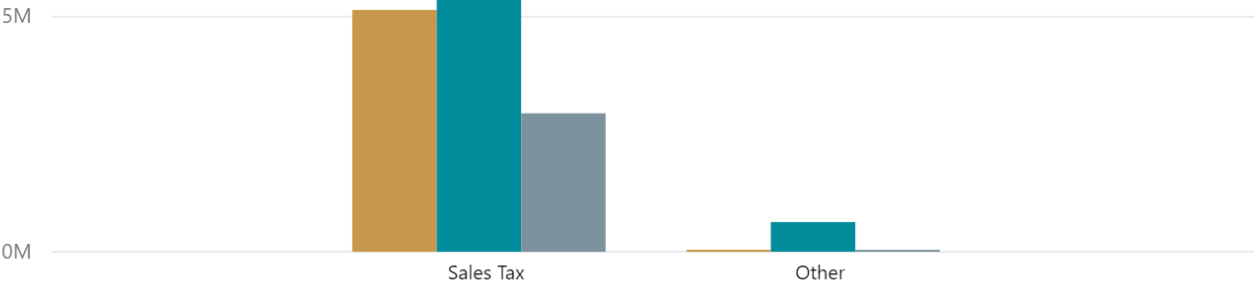
Category	FY 2019 Budget	Amount	% Budget
Sales Tax	2,952,570	2,944,927	100 %
Other	0	21,997	0 %
Total	2,952,570	2,966,923	100 %



1/2 Cent Sales Tax Fund Relevant Information

On April 28, 2015 the Town Council adopted Ordinance 2015.011 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for a new police facility. A total of \$18,367,406 was collected by the end of the fiscal year. Per Ordinance 2018.020 adopted by Town Council on October 16, 2018, the Town Tax Code was reduced on certain activities by one-half cent beginning January 1, 2019. The Town does not anticipate any additional collections to be remitted to the Town. Other revenue is associated with investment income.

Year 2017 2018 2019



Category	2017	2018	2019
Sales Tax	5,142,997	5,526,253	2,944,927
Other	5,625	631,469	21,997
Total	5,148,622	6,157,723	2,966,923

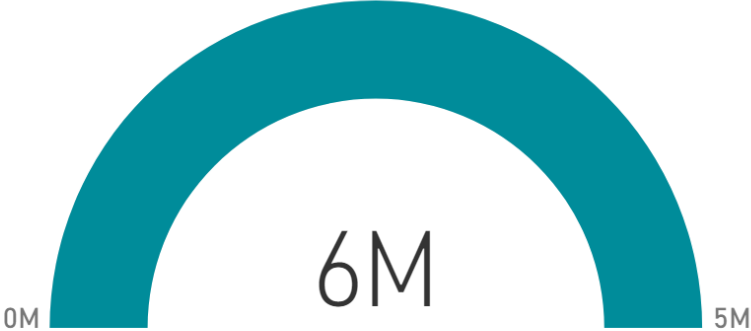
FY2018-2019 YEAR-END RESULTS: 1/2 CENT SALES TAX FUND EXPENSES

SELECT REVENUE OR EXPENSE

☒ EXPENSES

☐ REVENUES

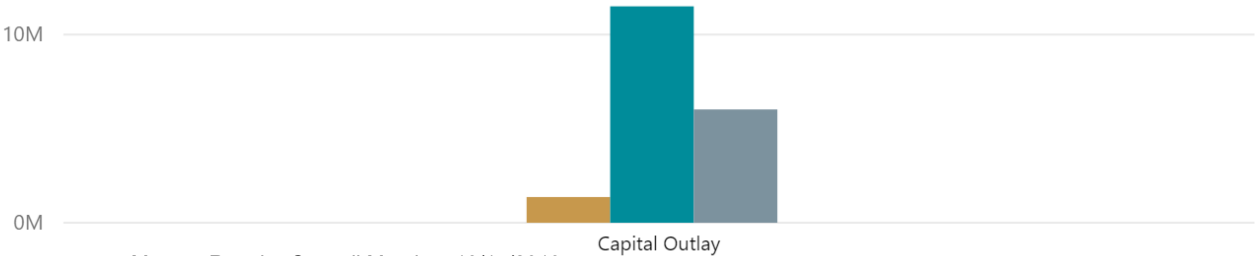
Category	FY 2019 Budget	Amount	% Budget
Capital Outlay	5,087,956	6,025,002	118 %
Total	5,087,956	6,025,002	118 %



1/2 Cent Sales Tax Fund Relevant Information

Estimated expenses through the end of FY2019 are as expected as the public safety facility is now complete.

Year 2017 2018 2019



Category	2017	2018	2019
Capital Outlay	1,368,048	11,506,937	6,025,002
Total	1,368,048	11,506,937	6,025,002

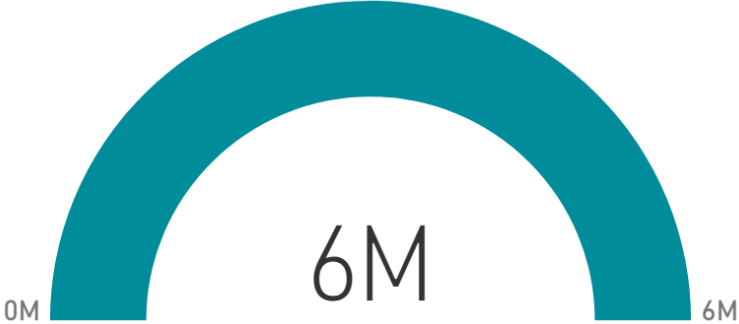
FY2018-2019 YEAR-END RESULTS: WATER OPERATING FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Intergovernmental	60,000		
Licenses, Fees, & Permits	25,000	46,843	187 %
Charges for Services	5,637,381	5,341,370	95 %
Other	291,569	708,443	243 %
Total	6,013,950	6,096,656	101 %



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees> . Charges for Services (water sales) comprise the majority of the revenue for the fund. Overall preliminary year-end revenue collections are slightly below expectations due to lower than normal usage during the wet winter months as compared to previous years. Other revenue is primarily comprised of miscellaneous revenue sources and an interfund transfer associated with a WIFA loan payment.

Year 2017 2018 2019



Category	2017	2018	2019
Licenses, Fees, & Permits	41,104	88,824	46,843
Charges for Services	4,952,413	5,417,751	5,341,370
Other	1,305,595	7,690,501	708,443
Total	6,299,112	13,197,077	6,096,656

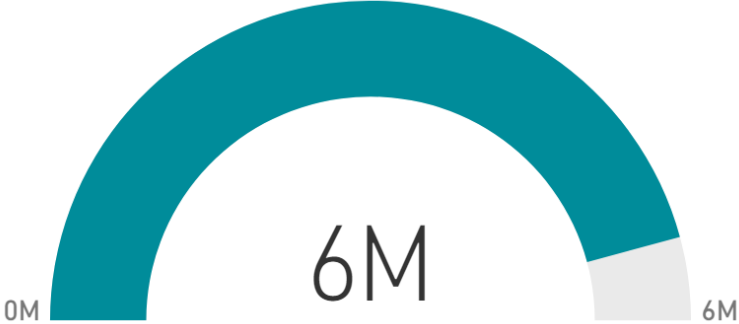
FY2018-2019 YEAR-END RESULTS: WATER OPERATING FUND EXPENSES

SELECT REVENUE OR EXPENSE

☒ EXPENSES

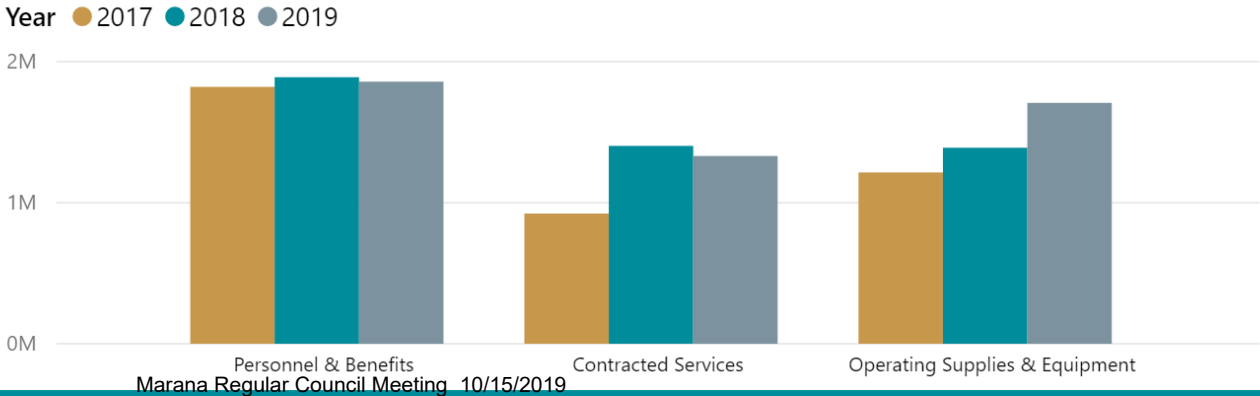
☐ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	2,030,413	1,858,053	92 %
Contracted Services	1,733,699	1,328,526	77 %
Operating Supplies & Equipment	1,662,279	1,707,554	103 %
Capital Outlay	210,000	282,764	135 %
Debt Service	517,543	460,772	89 %
Total	6,153,934	5,637,669	92 %



Water Fund Relevant Information

Overall, FY2019 preliminary year-end expenses for the Water Operating Fund are as expected. Capital Outlay are associated with vehicle and equipment purchases. Capital costs associated with infrastructure and CIP projects are captured in separate funds.



Category	2017	2018	2019
Personnel & Benefits	1,821,378	1,889,561	1,858,053
Contracted Services	923,134	1,400,583	1,328,526
Operating Supplies & Equipment	1,214,439	1,389,557	1,707,554
Capital Outlay	-1	1	282,764
Debt Service	130,812	120,780	460,772
Total	4,089,762	4,800,482	5,637,669

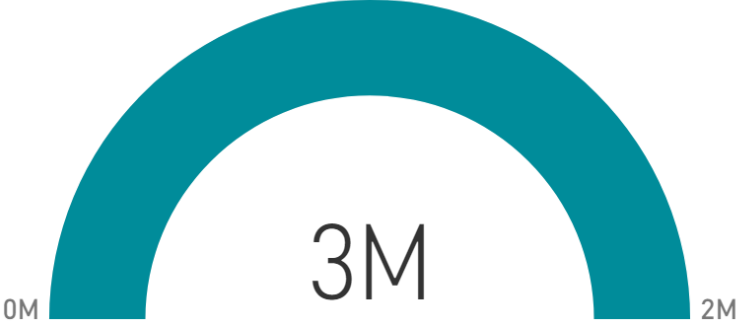
FY2018-2019 YEAR-END RESULTS: WATER RECLAMATION OPERATING FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

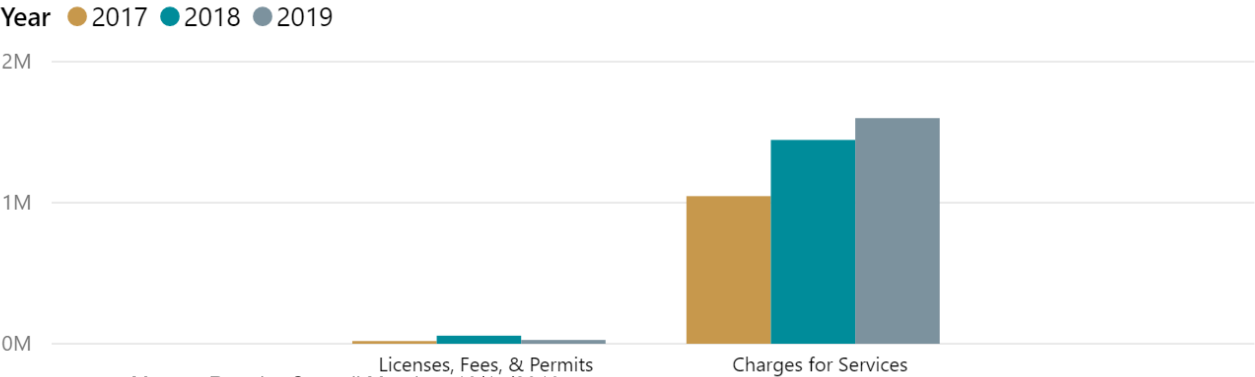
☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Licenses, Fees, & Permits	30,000	26,849	89 %
Charges for Services	1,419,602	1,599,545	113 %
Other	809,069	1,868,422	231 %
Total	2,258,671	3,494,817	155 %



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customer can be found at - <http://www.maranaaz.gov/water-rates-and-fees> . Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Preliminary FY2019 year-end revenue collections are slightly higher than expected, largely due to strong account growth in the North Marana service area. The majority of Other revenue is related to budgeted transfers between funds for debt service payments and unbudgeted bond proceeds related to the treatment plant expansion.



Category	2017	2018	2019
Licenses, Fees, & Permits	19,124	57,224	26,849
Charges for Services	1,046,514	1,444,992	1,599,545
Other	4,573,975	25,611,967	1,868,422
Total	5,639,612	27,114,182	3,494,817

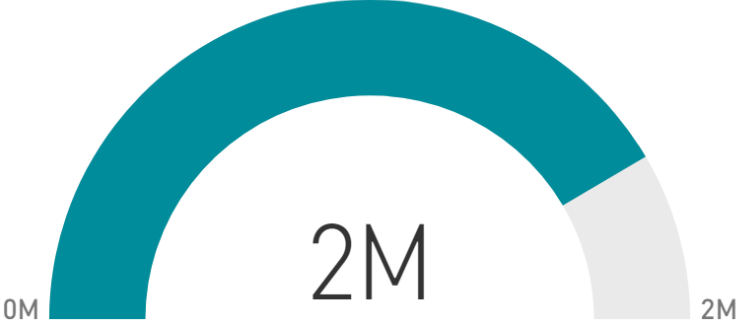
FY2018-2019 YEAR-END RESULTS: WATER RECLAMATION OPERATING FUND EXPENSES

SELECT REVENUE OR EXPENSE

EXPENSES

REVENUES

Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	601,211	571,809	95 %
Contracted Services	518,965	269,351	52 %
Operating Supplies & Equipment	277,924	157,011	56 %
Capital Outlay	54,424	70,282	129 %
Debt Service	809,069	809,068	100 %
Total	2,261,593	1,877,521	83 %



Water Reclamation Fund Relevant Information

Overall, preliminary year-end expenses for the Water Reclamation Operating Fund are below expectations for FY2019. This can be attributed to reduced sludge hauling and electrical costs with the new treatment facility. Capital Outlay are associated with vehicle and equipment purchases. Capital costs associated with infrastructure and CIP projects are captured in separate funds.

Year 2017 2018 2019



Category	2017	2018	2019
Personnel & Benefits	392,239	351,363	571,809
Contracted Services	573,599	647,230	269,351
Operating Supplies & Equipm...	121,695	132,771	157,011
Capital Outlay		0	70,282
Debt Service	263,392	544,413	809,068
Total	1,350,925	1,675,777	1,877,521

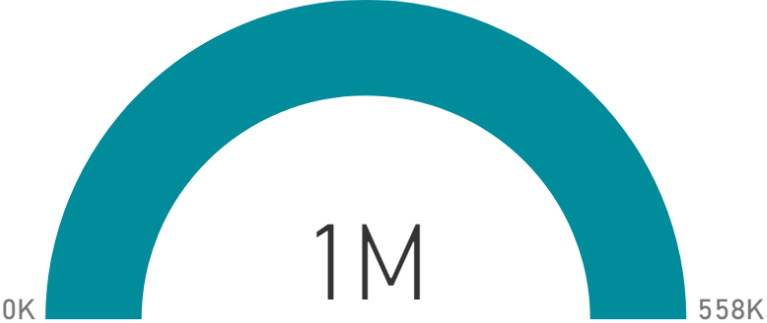
FY2018-2019 YEAR-END RESULTS: AIRPORT OPERATING FUND REVENUES

SELECT REVENUE OR EXPENSE

☐ EXPENSES

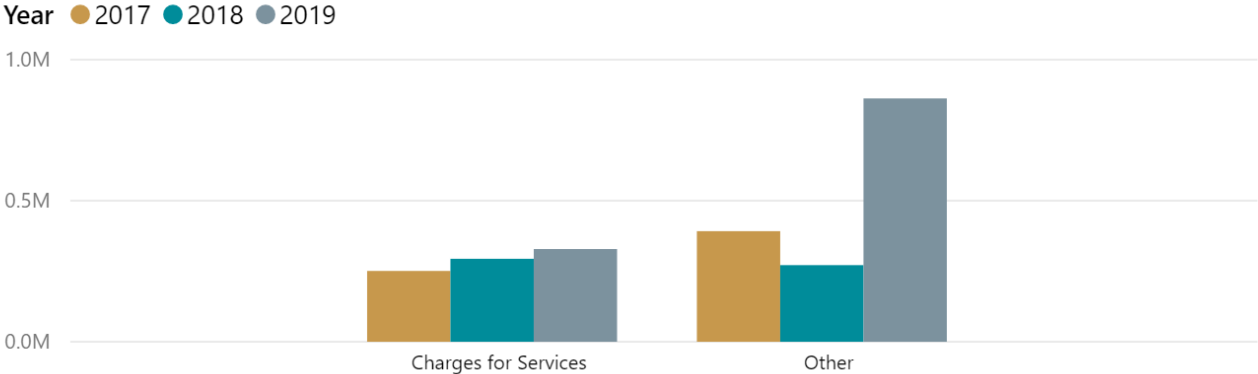
☒ REVENUES

Category	FY 2019 Budget	Amount	% Budget
Charges for Services	330,068	328,630	100 %
Other	227,636	862,518	379 %
Total	557,704	1,191,149	214 %



Airport Fund Relevant Information

Charges for Services comprise of the majority of budgeted operating revenue for the Airport Fund. Preliminary year-end revenue collection for the Airport Fund is near budgeted expectations for fiscal year. Other revenue is primarily comprised of transfers between funds.



Category	2017	2018	2019
Charges for Services	250,999	294,133	328,630
Other	392,007	271,589	862,518
Total	643,005	565,723	1,191,149

FY2018-2019 YEAR-END RESULTS: AIRPORT OPERATING FUND EXPENSES

SELECT REVENUE OR EXPENSE

☒

EXPENSES

☐

REVENUES

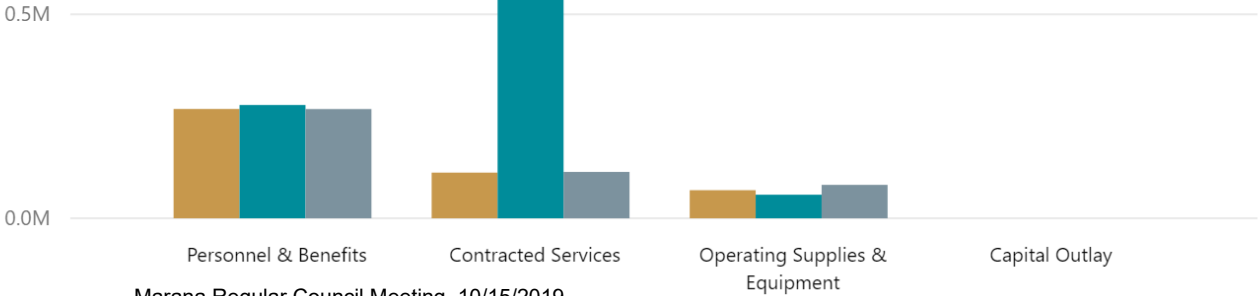
Category	FY 2019 Budget	Amount	% Budget
Personnel & Benefits	292,114	267,916	92 %
Contracted Services	176,090	113,689	65 %
Operating Supplies & Equipment	79,500	81,971	103 %
Capital Outlay	27,500		
Total	575,204	463,576	81 %



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are below budgeted levels for FY2019. Higher than budgeted Operating Supplies is due to increased electrical utility costs. This line item has been updated for FY2020. Costs related to CIP projects are captured in other funds.

Year 2017 2018 2019

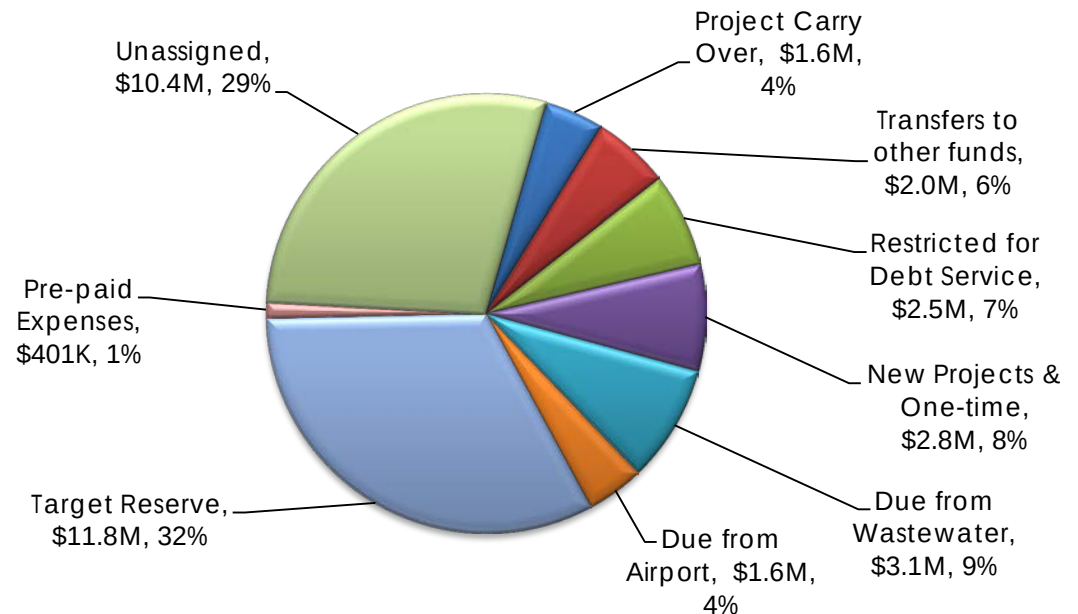
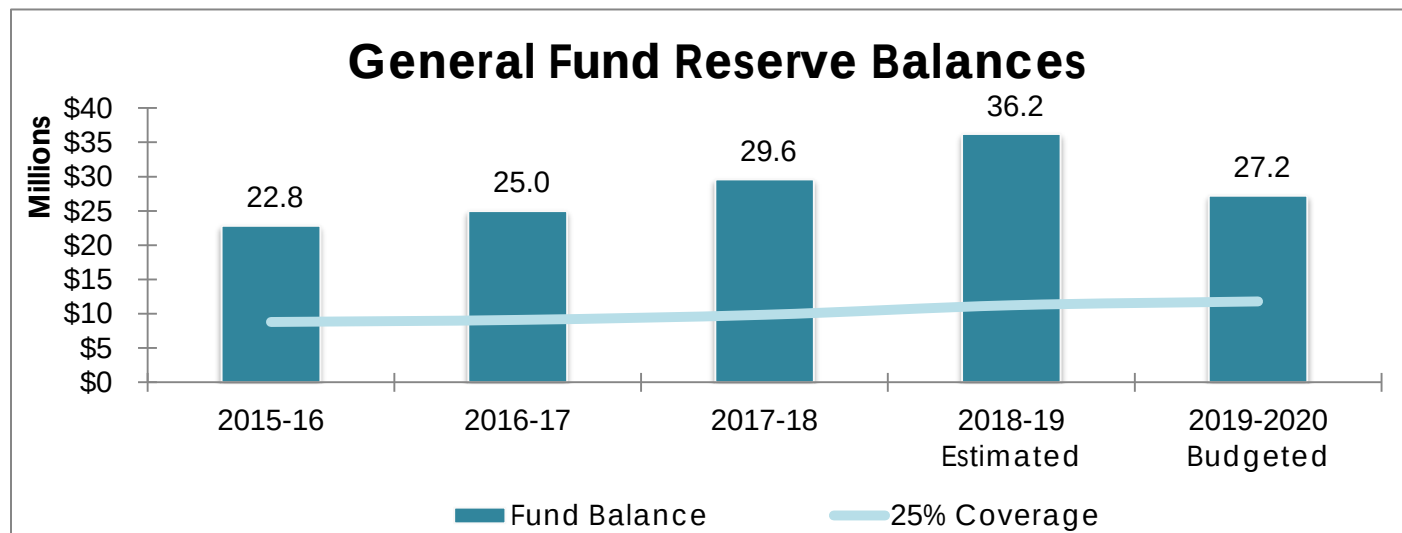


Category	2017	2018	2019
Personnel & Benefits	268,132	277,860	267,916
Contracted Services	112,013	550,179	113,689
Operating Supplies & Equipment	68,888	57,828	81,971
Capital Outlay	0	0	
Total	449,033	885,867	463,576

GENERAL FUND BALANCE & RESERVE IMPACT

**PRELIMINARY YEAR END
RESULTS FY19**

Estimated Fund Balance @ 6/30/19	\$ 36,221,326
Project Carry Over	1,574,322
Transfers to Other Funds	2,044,996
Restricted for Debt Service	2,500,546
New Projects & One-time	2,856,293
Due from Wastewater	3,111,943
Due from Airport	1,550,125
Target Reserve	11,797,167
Pre-paid Expenses	400,933
Unassigned	<u>\$ 10,385,001</u>





Council-Regular Meeting

C1

Meeting Date: 10/15/2019

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-100: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the Arizona Board of Regents on behalf of the University of Arizona and the Town of Marana for transportation engineering services and related research (Libby Shelton)

Discussion:

This intergovernmental agreement would authorize the Town, on an as-needed basis, to work with the qualified engineers, researchers, and other professional personnel and engineering students at the University of Arizona on transportation engineering services and related research. For engineering students at the University of Arizona, they would have the opportunity through these projects to become familiar with transportation engineering, design, construction materials, processes, maintenance, operations and related research. The Town would benefit from the exceptional resources that the University of Arizona could offer to such projects.

The intergovernmental agreement allows for project services as set forth in the Project Services Agreement attached in sample form to the agreement. As of yet, there are no specific projects attached to this agreement. Although there is no funding commitment in the agreement, the agreement does specify that funding shall not exceed \$300,000 during the five year term of the agreement. A Project Service Agreement will be completed for each project requested under this IGA and will include a project term, scope and cost. All projects performed under this IGA will be subject to budget availability in the fiscal year the work is performed.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-100, authorizing the Mayor to execute the intergovernmental agreement between the Arizona Board of Regents on behalf of the University of Arizona and the Town of Marana.

Suggested Motion:

I move to adopt Resolution No. 2019-100, authorizing the Mayor to execute the intergovernmental agreement between the Arizona Board of Regents on behalf of the University of Arizona and the Town of Marana.

Attachments

Resolution No. 2019-100
Exhibit A

RESOLUTION NO. 2019-100

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA AND THE TOWN OF MARANA FOR TRANSPORTATION ENGINEERING PROJECT SERVICES AND RELATED RESEARCH

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

WHEREAS the University of Arizona has qualified engineers, researchers, and other professional personnel and engineering students who can assist with transportation engineering project services and related research in the Town; and

WHEREAS on an as-needed basis, the University of Arizona can offer project services or related research that benefit the Town; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interest of the residents of the Town of Marana to enter into an intergovernmental agreement with the University of Arizona for transportation engineering project services and related research.

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

SECTION 1. The Town Council hereby approves the Intergovernmental Agreement by and between the Town of Marana and the Arizona Board of Regents on behalf of the University of Arizona, attached to and incorporated by this reference in this Resolution as Exhibit A, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Frank Cassidy, Town Attorney

**Intergovernmental Agreement
between the
Town of Marana
and the
Arizona Board of Regents, University of Arizona
for
Transportation Engineering Project Services and Related Research**

This Intergovernmental Agreement (“IGA”) is entered into, by and between the Town of Marana (“Town”), an Arizona municipal corporation, (“Town”) and the Arizona Board of Regents, on behalf of the University of Arizona (“University”), a land-grant public/state controlled institution of higher education and body corporate under Arizona Revised Statutes § 15-1601 et. seq. The Town and University may be collectively referred to as the “Parties,” each of which may individually be referred to as a “Party.”

Recitals

- A. The Town is an Arizona municipal corporation, organized and existing pursuant to Title 9, Chapter 2, Arizona Revised Statutes; and
- B. The Arizona Board of Regents is a body corporate with perpetual succession created by the Constitution and statutes of the State of Arizona to govern and maintain the state universities, including the University of Arizona; and
- C. The University has qualified engineers, researchers, and other professional personnel (“Qualified Personnel”) and engineering students (“Students”) who are experienced or are familiar, are becoming familiar, or are in the need to become familiar with transportation engineering, design, construction materials, processes, maintenance, operations, and related research; and
- D. The University wishes to make its Qualified Personnel and Students available to the Town on an as needed basis to address or help address the Town’s needs through specific projects or related research opportunities; and
- E. The Town recognizes the importance that University project services and related research can offer to improve processes and approaches that save resources or improve the allocation of resources; and
- F. The Town and the University may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et. seq.

Agreement

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

1. Definitions.

- a. Project: any transportation project involving design, construction, maintenance, operations, or research.
- b. Project Services: The design, project management, materials testing, and research services related to the design, construction, maintenance, operations, and administration of Projects.
- c. Director: As to the Town, the Deputy Director of Public Works. As to University, the Director or Designee of the University's Sponsored Projects & Contracting Services Preaward Services.
- d. Engineering Work: Any form of work activity that involves the direct or indirect application of applied science and math to the study, design, construction, maintenance and operation of Town roads, streets, and related infrastructure.
- e. Project Service Agreement: A specific agreement between the Town and the University for the provision of Project Services for a particular Project, in substantially the form depicted in attached **Exhibit A**.

- 2. Purpose.** The purpose of this IGA is to set forth the responsibilities of the Parties regarding the provision of Project Services or other services by the University to the Town on an as-needed and as-available basis. For those services involving a Project Service Agreement, this may include reimbursement of incurred costs for the Project Services either directly or indirectly through another party. Other services may or may not include provision for reimbursement. Additionally, this IGA sets forth an understanding between the Town and the University to collaborate to find opportunities on which to make this happen when it is mutually beneficial. Project Services and other services may take the following forms:

Projects

- The University provides faculty or administrators as Qualified Personnel and/or Students to perform Project Services, research, and/or other services to the Town.
- The University provides like Project Services to a third party who is providing engineering services either directly to the Town or for another agency or party the Town has an interest in or with (e.g. a local Consultant Engineering firm performing services to the Town on a Town funded project).

Other opportunities may arise; this specific list is not meant to be a limiting list of what can be accomplished under this IGA.

3. Project Service Agreements.

- a. By this IGA, the Town delegates to its Director or Director's designee, and the University delegates to its Sponsored Projects & Contracting Services Director or Preaward Services or Director's designee, the authority to negotiate, execute, modify, and terminate any Project Service Agreement in accordance with the terms and conditions of this IGA.
- b. Either Party's Director or Director's designee may request that the Parties enter into a Project Service Agreement. Upon a request, the Parties' Director or Director's designee will review the request and, if mutually desirable, meet to discuss it.
- c. In the event the Director or Director's designee disagree on any element of a proposed Project Service Agreement, the element in dispute may be submitted to the Town Manager and the University's Senior Vice President for Research for resolution.
- d. Any proposed Project Service Agreement shall be in writing, in substantially the form attached as **Exhibit A**, and shall include, at a minimum:
 - i. The term of the Project Service Agreement.
 - ii. A description of the Project Services that the University will provide to the Town under the Project Service Agreement.
 - iii. The specific responsibilities of the Town and University with respect to the Project. If any Project is federally funded, it will include the federal flowdown terms and conditions applicable to University, and any required certifications or affidavits to be signed by University.
 - iv. An estimate of the cost of Project Services, if applicable, for the Project that is the subject of the Project Service Agreement. The estimate is for budgetary scheduling and is not a contractual guarantee, a cost ceiling, or an "upset limit."
 - v. Billing rates and the method for calculating payment, if applicable, to the other Party. The billing rates may be reviewed periodically during the term of the Project Service Agreement, and Parties, through their Director/Principal, may agree in writing to revise the rates to reflect actual costs.
 - vi. A designated representative of the Town if applicable, to receive invoices from the University and to approve the invoices for payment.
 - vii. A schedule for paying invoices, if applicable, which shall provide that payment is due no later than 30 days after receipt of an invoice.
- e. Each Project Service Agreement shall be signed by the Authorized Signatory of each Party with the express authority or delegation to execute such documents on behalf of their respective Party.
- f. Any amendment to a Project Service Agreement must be in writing and signed by the Director for each Party. Either Party's Director may terminate a Project Service Agreement at any time

by providing the other Party with written notice of such termination. After a Project Service Agreement is terminated, the Town's obligation to the University shall be limited to payment for services rendered before termination, including any non-cancelable obligations incurred by University prior to Town's termination.

4. **Execution of Projects Subject to Project Service Agreements.** After a Project Service Agreement is executed, the University shall perform the Project Services specified in the Project Service Agreement for the Town. Qualified Personnel from the University shall be paired up with their counterparts in the Town for coordination purposes. Coordination shall include regular meetings and interaction between corresponding personnel at all levels for each assignment.

5. **Responsibilities of the Parties.**

The Town shall be responsible for:

- a. Decision making authority over the Project.
- b. Approving and processing all design documents, studies, contract documents, change orders, progress payments, and final acceptance of the Project Services completed.
- c. Upon review and approval of invoices, paying the University in accordance with a schedule set forth in the Project Service Agreement.
- d. Evaluating, at its discretion, the Project Services provided by the University and to verify that the Project Services are completed in accordance with the Project Service Agreement.
- e. Provide all applicable written Town policies, regulations and directives to University Qualified Personnel and Students, and instruct University Qualified Personnel and Students of facility safety procedures and operations. The Town will provide University Qualified Personnel and Students with at least the same safety training it provides to its regular employees working under similar conditions. The Town may relieve any University Qualified Personnel from further participation if, in its sole discretion, it believes that such University Qualified Personnel has violated Town policies, regulations and/or directives. The Town shall notify the University Director immediately, and follow up such action in writing.

The University shall be responsible for:

- a. Identifying and developing recommendations with respect to the Project Services, and sharing those recommendations with the Town.
- b. Establishing a list of overhead charges/rates for Project Services as required in Section 3.
- c. Providing sufficient Qualified Personnel and Students to perform or supervise the Project Services with the necessary care, skill, and diligence.
- d. Preparing invoices (in the form approved by the Town) for submission to the Town. The University shall approve, sign, and forward billing documents to the Town's designated representative for approval and payment.

6. Change Orders/Amendments.

a. Change Orders/Amendments to any Project Service Agreement shall be approved in writing by the Town prior to implementation unless the changes are deemed to be of an emergency nature, or could cause extra cost to the Town if not done immediately. In the event of such conditions, the University may execute the necessary changes with verbal approval of the Town's designated representative and provide a written notification of the changes to the Town within three (3) working days of the discovery, if a change order/amendment is deemed to be necessary.

b. All amendments to this IGA shall be in writing signed by the Authorized Signatories of both Parties prior to the implementation of the amended terms.

7. Financing.

a. The Town shall pay the cost of all Project Services rendered by the University under all Project Service Agreements.

b. The Town makes no commitment to fund any project unless such funds can be made available to do so either through the normal budget, grant or appropriation of bond funds. If funds are made available for projects, the Town is not required to use the University for such projects. The Town has sole discretion to determine when to use the University for Project Services. However, if projects are funded the Town's reimbursement to the University under this IGA shall not exceed a total of \$300,000 (approximately \$60,000 per year) under all Project Service Agreements executed during the term of this IGA. This total amount may be adjusted by mutual agreement between the Town and the University during the five (5) year term of this IGA or for term extension(s) as indicated in Section 10.

c. Each Party shall establish a job cost account to identify and track all costs of Project Services associated with each Project Service Agreement.

d. In the case of dispute on reimbursement of invoices/billings for Project Services rendered, the dispute shall be escalated to the Director of each Party for resolution on request of either party's designated representative. In the event the Directors for either Party disagree on any element of the invoices/billings, or fail to take action within 10 days of the request, the element in dispute shall be submitted to the Town Manager and the University's Senior Vice President for Research for resolution on request of either Director. If the dispute is submitted to the Town Manager and the University's Senior Vice President for Research but they are unable to resolve the dispute, or fail to take action within 10 days of a request, the Parties may pursue any remedies provided by law.

8. Other Uses for this IGA. This IGA may also be used for other similar professional services that are mutually agreed upon by both Parties and by the express approval of both Directors.

9. Ownership of Information. Ownership of intellectual property developed during the course of this Agreement, if any, shall be established by application of U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) and employment contracts of the developer(s), subject to any rights of the Federal Government, if federally funded. All materials

produced by University in the performance of this IGA, including but not limited to reports, estimates, drawings, plans, computations, data, software, etc., may be used by the Town for any non-commercial purpose. University shall have the right to use its materials, without restriction or limitation, for non-commercial purposes including for the purposes of research, education, and publication or presentation in academic journals or symposia. Any such publication or presentation will be provided to Town at least thirty (30) days in advance of such proposed publication or public presentation. The Town shall have thirty (30) days after receipt of said copies to object to such proposed public dissemination; in which event University shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order for the Town to take appropriate measures to protect confidential information. Any publication or presentation will acknowledge the funding support of the Town and any other third party funding source, with the disclaimer that such acknowledgment does not represent the opinions or views of the Town or of the third party.

10. Term and Termination.

- a. Term.* The initial term of this IGA shall begin on the date this IGA is executed by the last Party to sign it, and shall be effective for a period of five (5) years from the date of such signature. Upon completion of the initial five (5) year term, this IGA may be renewed for up to an additional five (5) year term by written amendment approved and signed by the Parties.
- b. Termination.* This IGA may be terminated under the following circumstances:
 - i. For Convenience.* At any time either Party to this IGA may terminate this IGA by providing to the other Party written notice of such termination at least sixty (60) calendar days prior to the termination date. Such termination shall not relieve either Party from those liabilities or costs incurred or obligated prior to the termination date.
 - ii. For Cause.* A Party may terminate this IGA for material breach of the IGA by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have forty-five (45) calendar days to cure the default. If the default is not cured within that time, the other Party may terminate this IGA. Any such termination shall not relieve either Party from liabilities or costs already incurred or obligated under this IGA.
 - iii. For Failure to Appropriate Sufficient Funds.* Any Project Service Agreement entered into pursuant to this IGA shall automatically terminate or be delayed if, for any reason, the Town or University fails to appropriate sufficient funds to fund the project or activity that is the subject of the Project Service Agreement. The project can restart if funds become available and both Parties agree to restarting the project.
 - iv. For Conflict of Interest.* This IGA may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

- 11. Limitation of Liability.** To the fullest extent permitted by law, each Party (as "indemnitor") will defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") from and against any and all claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's omissions, negligence, or willful misconduct relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly employed by the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor must, at its sole cost and expense, resist or defend such claim or action on behalf of the indemnified group, but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the omission, negligence, or willful misconduct of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the indemnified group for the indemnified group's negligence (passive or otherwise) or willful misconduct. The indemnity provisions of this Agreement survive the termination of this Agreement.
- 12. Insurance.** The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement. When requested, a Party shall provide the other Party with proof of its worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
- 13. Workers Compensation.** For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:
- All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers compensation.
- 14. Inspection and Audit.** The Town may perform an inspection of any Project or an audit of the University's Project books and records at any time in order to verify that monies spent on the Project were done so in accordance with this IGA. If a Project Agreement is funded by a third party, that third party is also entitled to perform such inspection or audit as necessary, including by the Comptroller General of the United States for any federally funded services.

15. Construction of IGA.

- a. This Agreement is governed by and will be construed and enforced in accordance with the laws of the State of Arizona.
- b. *Entire Agreement.* This instrument constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- c. *Amendment.* This IGA shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
- d. *Construction and interpretation.* All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
- e. *Captions and headings.* The headings used in this IGA are for convenience only and are not intended to affect the meaning of any provision of this IGA.
- f. *Severability.* In the event that any provision of this IGA or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application which can be given effect without the invalid or void provision or application, and to this extent the provisions of the IGA are severable. In the event that any provision of this IGA is declared invalid or void, the Parties agree to meet promptly upon request of the other Party in an attempt to reach an agreement on a substitute provision.

16. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture, or employment relationship between the Parties. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other.

17. No Third Party Beneficiaries. This Agreement is intended to govern the rights and duties of the contracting Parties only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this Agreement.

18. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this IGA.

- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 2009-09 issued by the Governor of the State of Arizona, which amended Executive Order 75-5 and superseded Executive Order 99-4, are incorporated by this reference as a part of this IGA as if set forth in full herein. During the performance of this Agreement, the Parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- b. *Americans with Disabilities Act.* This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

- c. *Legal Arizona Workers Act Compliance.* Each Party warrants to the other that it will, at all times during the term of this IGA, comply with all federal immigration laws applicable to the warranting Party's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together, the "State and Federal Immigration Laws"). Each Party further agrees to ensure that each contractor who performs work associated with any Project subject to this IGA (i) complies with the State and Federal Immigration Laws, and (ii) ensures that any subcontractor who performs work for the contractor complies with the State and Federal Immigration Laws.

Each Party shall further require that each contractor who performs work on a Project subject to this IGA advises each subcontractor of the Party's rights, and the subcontractor's obligations, with respect to this subsection, by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214(A). Subcontractor further agrees that [Town or University] may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any breach of the warranty of compliance with the State and Federal Immigration Laws by either Party, by that Party's contractor on a Project subject to this IGA, or by a subcontractor of that Party's contractor on a Project subject to this IGA shall be deemed to be a material breach of this IGA subjecting the breaching Party to penalties up to and including suspension or termination of this IGA. A Party in breach of the warranty of compliance with State and Federal Immigration Laws shall further be liable to the other Party for any additional costs attributable directly or indirectly to remedial action under this subsection.

Either Party may, at any time, inspect the books and records of the other Party in order to verify the other Party's compliance with the State and Federal Immigration Laws.

- d. *Israel Boycott Certification.* To the extent required or applicable, each Party certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification may result in termination of this Agreement.

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

20. Force Majeure. A Party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this IGA,

any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

21. Remedies. Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

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

University:

Town:

Stephen G. Harsy, PhD, Director
Sponsored Projects & Contracting Services
P.O. Box 210158, Room 515
Tucson, AZ 85721-0158

Fausto Burruel, Deputy Director of Public
Works
Town of Marana
11555 W. Civic Center Drive.
Marana, AZ 85653

Either Party may, by written notice to the other, designate a different person or address for the receipt of notices under this IGA.

Any written notice under this IGA shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

In Witness Whereof, the Town of Marana has caused this IGA to be executed by its Mayor and attested to by the Clerk of the Board, and the Arizona Board of Regents, University of Arizona has caused this IGA to be executed by the University's Sponsored Projects & Contracting Services.

TOWN OF MARANA

**ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA:**

Ed Honea, Mayor

Mark A. Drury
Contracts Manager

Date

Date

ATTEST:

Cherry Lawson, Town Clerk

Date

ATTORNEY CERTIFICATION

The foregoing IGA by and between the Town of Marana and the Arizona Board of Regents, University of Arizona has been reviewed pursuant to A.R.S. § 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Town Attorney

Date

Printed Name:
Title: Associate General Counsel,
University of Arizona

Date

Exhibit A – Sample Project Services Agreement

Actual format and content can vary as necessary

**Project Services Agreement
between the Town of Marana and the Arizona Board of Regents, University of Arizona
For the _____Project**

This Project Services Agreement (“Agreement”) is entered into by and between the Town of Marana (“Town”) and the Arizona Board of Regents, University of Arizona (University), pursuant to A.R.S. § 11-952 and the applicable Intergovernmental Agreement between Town of Marana and The Arizona Board of Regents, University of Arizona for Transportation Engineering Project Services and Related Research dated October 15, 2019 (“IGA”).

Recitals

- A. The Town desires to engage the services of the University to *[title and description of the Project]* (the “Project”).
- B. The University agrees to provide the Town with the Project Services as set forth in this Agreement.
- C. The Parties agree to a *[not to exceed cost OR fixed price]* of \$_____ for the Project Services to be provided by the University under this Agreement. *[Remove if not applicable]*

Agreement

- 1. **IGA.** This Agreement incorporates all definitions, terms, and conditions of the IGA.
- 2. **Effective Date; Term.** This Agreement is effective on execution by the last party to execute it. The term of this Agreement is ____ year(s) from the effective date.
- 3. **Project Services.** In addition to the responsibilities set forth in the IGA, the Parties agree to provide the following for the Project *[may also include an attachment to this Agreement that describes the Scope of Work and deliverables in greater detail]*:
 - a. **Town.** The Town shall:

[List additional responsibilities or anything else that is applicable]
 - b. **University.** The University shall:

[List additional responsibilities or anything else that is applicable – include any federal or third party flowdown terms and conditions applicable to University.]

4. **Designated Representatives.** The parties designate the following people to serve as their Designated Representatives for purposes of initial communication regarding the Project:

Town: [Insert name, title, address, telephone]

University: [Insert name, title, address, telephone]

5. **Billing and Payment.** The University shall invoice the Town on a *[monthly, quarterly]* basis for Project Services rendered at the rates or payment schedule attached to this Agreement and agreed to be reasonable and applicable *[a cost budget or fixed payment schedule may be attached as a separate attachment]*. The Town's Designated Representative shall review each invoice to approve the invoices for payment. Invoices reviewed and approved for payment shall be paid within 30 days of submission to the Town.
6. **Termination.** Either Party may terminate this Project Agreement by thirty (30) days advance written notice to the other Party.
7. **Notices.** All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

University:

Stephen G. Harsy, PhD, Director
Sponsored Projects & Contracting Services
P.O. Box 210158, Room 515
Tucson, AZ 85721-0158

Town:

Fausto Burruel, Deputy Director of Public Works
Town of Marana
11555 W. Civic Center Drive.
Marana, AZ 85653

Either party may, by written notice to the other, designate a different person or address for the receipt of notices under this Agreement.

Any written notice under this Agreement shall be deemed delivered and received on the date of delivery, if delivered by hand, or three business days after the date of mailing, if sent by mail.

TOWN OF MARANA:

Fausto Burruel, Deputy Director of
Public Works

Date

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Mark A. Drury, Contracts Manager
Sponsored Projects & Contracting Services

Date

Add additional approvals if applicable and necessary

Add additional attachments or exhibits as necessary



Council-Regular Meeting

C2

Meeting Date: 10/15/2019

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-101: Relating to Development; approving a final plat for Camino de Oeste, Lots 28, 109, 110 & Common Area "A", a re-plat of Lots 28, 109, 110 & Common Area "A" of the original Camino de Oeste Final Plat, located at 8671 N. Camino de Oeste (Steven E. Vasquez)

Discussion:

History

The Town Council approved a final plat for Camino de Oeste, Lots 1-144, Common Areas "A" and "B" on April 4, 2017 and recorded with the Pima County Recorder (Sequence Number 20171600112). The subdivision has since been developed by the Pulte Group and there are approximately 26 home lots remaining for sale.

Request

The Pulte Group is requesting a minor lot line adjustment to the approved final plat affecting the boundary and size of lots 28, 109, 110 and Common Area "A." The lot line adjustment is required due to a field survey error and subsequent misplacement of the lot staking that has created lots that do not conform to the recorded final plat. The overall effect of the lot line adjustment replatting is:

- Lot 28 will decrease 95.9 square feet (from 6,944sf to 6,848.1sf),
- Common Area "A" will increase 95.9 square feet (from 112,254.2 sf to 112,350.1 sf),
- Lot 109 will increase 144.5 square feet (from 7,233.7sf to 7,378.2sf),
- Lot 110 will decrease 144.4 square feet (from 6,742.8sf to 6,598.4sf).

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2019-101, approving a final plat for Camino de Oeste, Lots 28, 109, 110 & Common Area "A."

Attachments

Resolution No. 2019-101

PRV1909-001 Camino De Oeste FP

PRV1909-001 Camino De Oeste FP App

MARANA RESOLUTION NO. 2019-101

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR CAMINO DE OESTE, LOTS 28, 109, 110 & COMMON AREA "A," A RE-PLAT OF LOTS 28, 109, 110 & COMMON AREA "A" OF THE ORIGINAL CAMINO DE OESTE PLAT, LOCATED AT 8671 N. CAMINO DE OESTE

WHEREAS, on August 2, 2016, the Mayor and Town Council adopted Ordinance No. 2016.14, approving a rezoning of the site from "C" to "R-6"; and

WHEREAS, on April 4, 2017, the Mayor and Town Council adopted Resolution No. 2017.25, approving the final plat for Camino de Oeste, Lots 1-144, Common Areas "A" and "B" (the "Original Camino de Oeste Plat"), recorded in the Pima County Recorder's Office at Sequence Number 20171600112; and

WHEREAS, the Pulte Group, has applied for approval of a final plat for Camino de Oeste, Lots 28, 109, 110 and Common Area "A," a re-plat of Lots 28, 109, 110 and Common Area "A" of the Original Camino de Oeste Plat; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 15, 2019, determined that the final plat for Camino de Oeste, Lots 28, 109, 110 and Common Area "A" should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Camino de Oeste, Lots 28, 109, 110 and Common Area "A" is hereby approved.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Sep 16, 2019 2:18pm U:\Projects\2015\15-317\Land\Plans\FP\15-317_FP01-REV1.dwg

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTY HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT (EXCEPT FOR LOTS 28, 109 AND 110, WHOSE OWNERS HAVE CONSENTED TO THIS PLAT BY CONSENTS TO SUBDIVIDE RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT SEQUENCE NUMBERS _____ AND _____ RESPECTIVELY), AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN ON THIS PLAT.

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

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER 20171600114, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 18300-T, AND NOT IN ITS CORPORATE CAPACITY.

BY _____
TRUST OFFICER

BENEFICIARY OF TRUST:
PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
3011 W INA ROAD, SUITE 115
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS

ON THIS ____ DAY OF _____, 20____ BEFORE ME PERSONALLY APPEARED JOYCE M. RODDA, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, TRUST No. 18300-T, AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: NOTARY PUBLIC

ASSURANCES

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

TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR DATE

RECORDING

STATE OF ARIZONA } FEE \$ _____
COUNTY OF PIMA } SS SEQUENCE No. _____

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

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

GENERAL NOTES

- GROSS AREA OF THIS AMENDMENT IS ±3.06 ACRES (±133,175 S.F.)
- THE EXISTING ZONING IS "R-6" RESIDENTIAL SUBJECT TO THE CONDITIONS OF ORDINANCE NO. 2016-014.
- THE NUMBER OF RESIDENTIAL LOTS FOR THIS AMENDMENT IS 3.
- THE MINIMUM ALLOWABLE LOT SIZE PER "R-6" ZONING IS 6,000 S.F.
- THE MINIMUM LOT SIZE PROVIDED IS 6,598 S.F. (LOT 110)
THE MAXIMUM LOT SIZE PROVIDED IS 7,378 S.F. (LOT 109)
- THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 25 FEET.
- BUILDING SETBACKS PER "R-6" RESIDENTIAL ZONING STANDARDS:
FRONT = 16' MINIMUM (20' FOR STREET FACING GARAGE)
SIDE = 5' (10' STREET SIDE YARD)
REAR = 20' MINIMUM
- NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FORM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- ALL HOMES IN THE SUBDIVISION ARE RESTRICTED TO ONE STORY.
- A 100% LAND COVERAGE SURVEY FOR THE SONORAN DESERT TORTOISE SHALL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, A MAXIMUM OF 30 DAYS BEFORE GRADING, AND THE FORM WILL BE SENT TO THE TOWN PRIOR TO ISSUANCE OF GRADING PERMIT.
- TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS ZERO.

APPROVALS

MARANA TOWN/DEVELOPMENT ENGINEER P.E. DATE

MARANA PLANNING DIRECTOR DATE

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

CLERK OF THE TOWN OF MARANA DATE

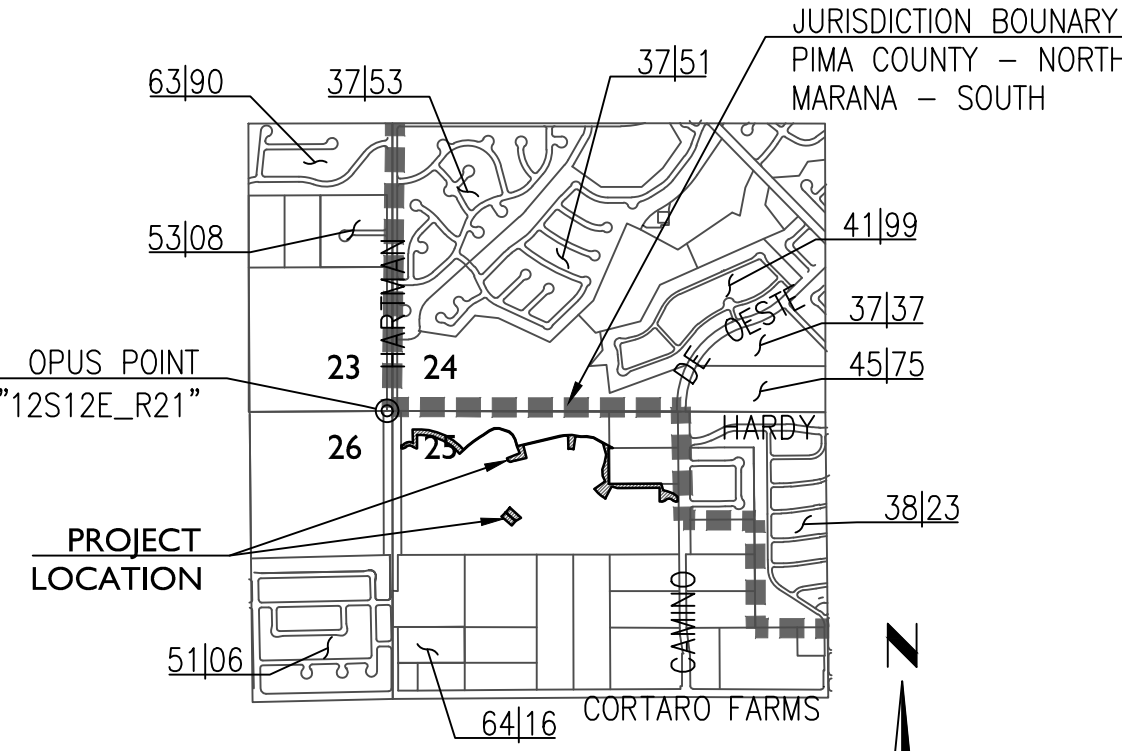
WASTEWATER

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

CERTIFICATIONS

I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS AMENDED PLAT WAS PREPARED UNDER MY SUPERVISION. NO MODIFICATIONS HAVE BEEN MADE TO THE ORIGINAL PARCEL BOUNDARY, AS CERTIFIED BY RICHARD B. HOWELL JR., RLS 21774.

BENJAMIN E ZISMANN DATE
EPS GROUP
RLS 66889



LOCATION MAP
A PORTION OF THE NORTHWEST ¼ OF SECTION 25
TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM
TOWN OF MARANA, PIMA COUNTY, ARIZONA

EXISTING	LEGEND	PROPOSED
---	JURISDICTIONAL BOUNDARY	---
---	PROJECT BOUNDARY	---
---	RIGHT-OF-WAY CENTERLINE	---
---	RIGHT-OF-WAY	---
---	PROPERTY	---
---	EASEMENT	---
---	NO VEHICULAR ACCESS ESMT	---
---	SURVEY MONUMENT	---
---	ACCESS CONTROL POINT	---

ABBREVIATIONS

CA	COMMON AREA	PG	PAGE
DKT	DOCKET	PUE	PUBLIC UTILITY EASEMENT
ESMT	EASEMENT	(R)	RADIAL
LS/RLS	REGISTERED LAND SURVEYOR	ROW	RIGHT-OF-WAY
M&P	MAPS AND PLATS	SF	SQUARE FEET

BASIS OF BEARINGS

THE REFERENCE MERIDIAN FOR THIS PROJECT IS GRID NORTH, ARIZONA STATE PLANE COORDINATE SYSTEM, NAD1983 (HARN92), CENTRAL ZONE. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE GRID BEARING OF NORTH 00°37'23" WEST BETWEEN A FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE WEST ¼ CORNER OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AND A FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE NORTHWEST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY OF SECTIONS 25 AND 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST AND SECTION 30, TOWNSHIP 12 SOUTH, RANGE 13 EAST RECORDED IN BOOK 26 OF SURVEYS AT PAGE 62, RECORDS OF PIMA COUNTY, ARIZONA.

BASIS OF COORDINATES

THE ARIZONA STATE PLANE COORDINATES WERE SCALED TO CREATE A "MODIFIED" COORDINATE SYSTEM AT SURFACE VALUES. THE INVERSE OF THE COMBINED SCALE FACTOR, 0.999892269 (1/X = 1.000107743), WAS APPLIED AT THE FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE WEST ¼ CORNER OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, (THE ORIGINAL SURVEY MONUMENT MARKING THE WEST ¼ CORNER OF SECTION 25 WAS A 2" DIAMETER BRASS CAP SET IN CONCRETE AND WAS DESIGNATED PIMA ASSOCIATION OF GOVERNMENTS GEODETIC CONTROL POINT "6T21") TO PRODUCE THE FINAL SURFACE COORDINATES. THE COMBINED SCALE FACTOR WAS CALCULATED BY AVERAGING THE CALCULATED GRID DISTANCES VERSUS THE MEASURED GROUND DISTANCES BETWEEN PIMA DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINTS "12S12E_R21" AND "12S13E_R01" AND BETWEEN PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINTS "12S12E_R21" AND "12S12E_Q24".

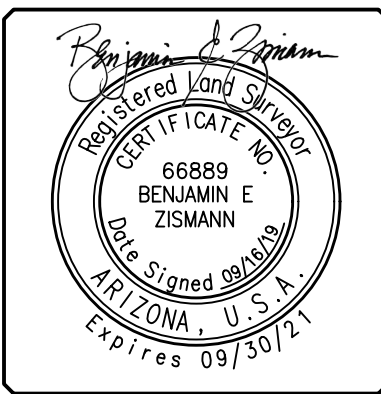
BASIS OF ELEVATION

THE BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD1988. THE PRIMARY BENCHMARK IS PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINT "12S12E_R21" WHICH IS A FOUND #4 REBAR WITH BRASS TAG STAMPED "PCDOT GPS" ALONG WITH REFERENCE POINTS AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION GPS OCCUPATION SHEET FOR OPUS CONTROL POINT "12S12E_R21". THE ELEVATION IS 2223.62 FEET. A SECOND PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINT, "12S13E_R01" WHICH IS A FOUND CHISELED "X" CUT ON THE NORTH RIM OF A SEWER MANHOLE AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION GPS OCCUPATION SHEET FOR OPUS CONTROL POINT "12S13E_R01", WAS COLLECTED AS A VERTICAL CHECK POINT. THE MEASURED ELEVATION WAS 2315.59 FEET VERSUS THE PUBLISHED RECORD ELEVATION OF 2315.60 FEET.

REF: PCZ1602-001, PRV1608-001



8710 N. Thornydale Rd, Suite 140
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Final Plat for Camino De Oeste
Lots 28, 109, 110 &
Common Areas "A" (Open Space) being a
resubdivision of Camino De Oeste Lots 1-144 and
Common Areas "A" (Open Space) & "B" (Natural
Undisturbed Open Space) as recorded in
Sequence No. 20171600112
Being a portion of the North ½ of the Northwest ¼ of Section 25,
T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

REF: PCZ1602-001, PRV1608-001

PRV1909-001

Scale: N/A
Contour Interval: N/A

FP01

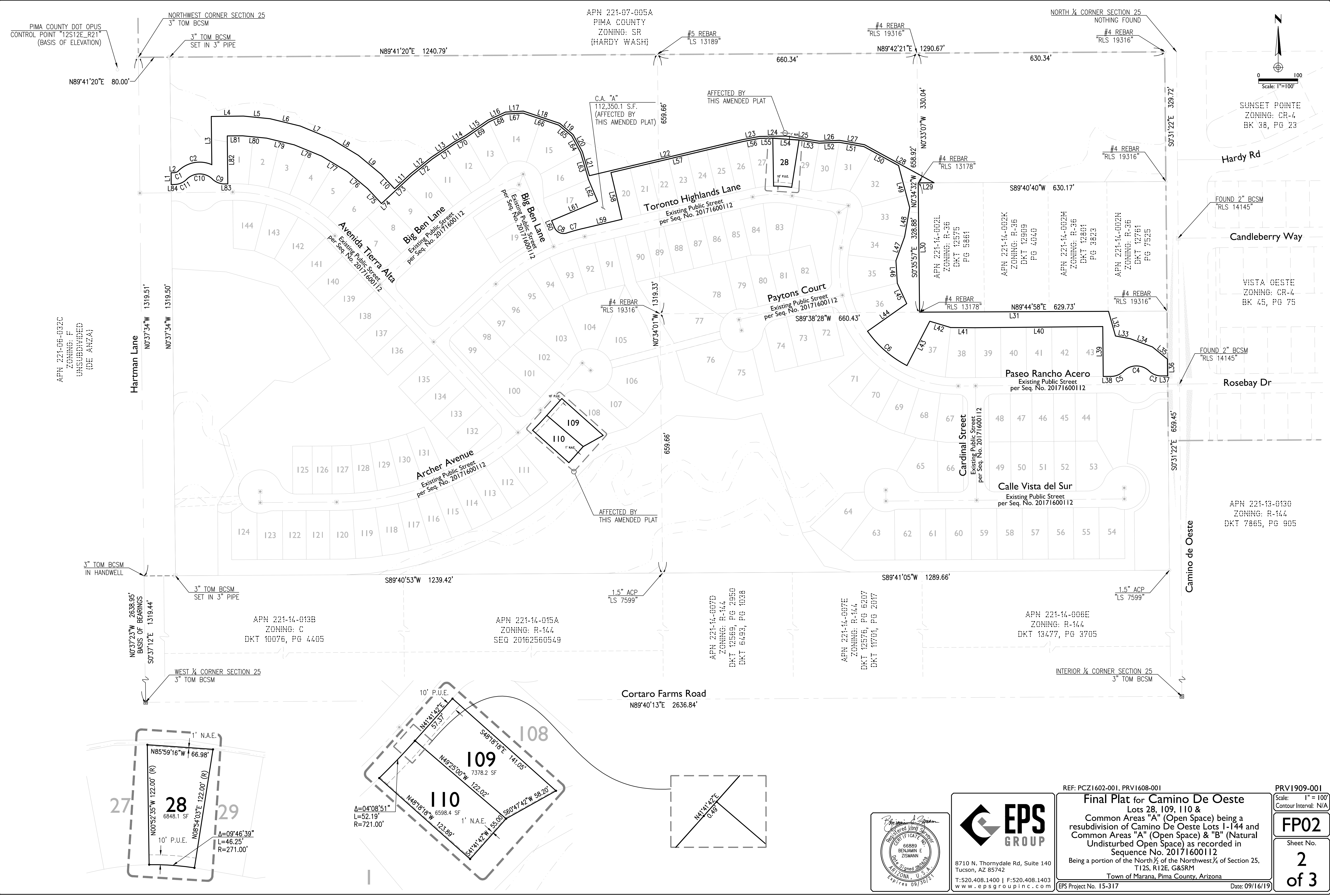
Sheet No.
1
of **3**

EPS Project No. 15-317

Date: 09/16/19

SEQUENCE NUMBER

Sep 16, 2019 2:21pm U:\Projects\2015\15-317 Land\Plans\FP\15-317_FP02-REV1.dwg



LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°37'34"W	30.00'
L2	N89°22'26"E	7.96'
L3	N0°37'34"W	122.88'
L4	N89°22'26"E	81.82'
L5	S84°23'57"E	67.59'
L6	S76°22'50"E	79.59'
L7	S67°37'59"E	83.06'
L8	S58°53'09"E	83.06'
L9	S50°08'18"E	75.53'
L10	S42°58'22"E	49.85'
L11	N47°01'38"E	55.77'
L12	N51°25'02"E	67.15'
L13	N56°02'38"E	68.92'
L14	N60°40'15"E	34.24'
L15	N55°32'26"E	69.61'
L16	N65°17'51"E	48.92'
L17	N86°56'12"E	45.50'
L18	S71°25'29"E	97.67'
L19	S49°56'20"E	44.79'
L20	S28°27'11"E	49.28'
L21	S16°17'06"E	63.53'
L22	N76°45'20"E	400.96'
L23	N79°20'46"E	43.04'
L24	N89°07'25"E	68.08'
L25	S81°05'57"E	85.28'
L26	N87°26'13"E	51.25'
L27	S80°06'29"E	64.93'
L28	S61°19'11"E	201.86'

LINE TABLE		
LINE	BEARING	LENGTH
L29	S89°40'40"W	40.49'
L30	S0°35'57"E	328.88'
L31	N89°44'58"E	480.80'
L32	S15°45'55"E	65.19'
L33	S79°34'07"E	37.97'
L34	S69°42'12"E	60.34'
L35	S50°57'31"E	49.43'
L36	S0°31'22"E	42.59'
L37	S89°28'38"W	15.74'
L38	S89°28'38"W	20.00'
L39	N0°31'22"W	127.00'
L40	S89°28'38"W	325.00'
L41	N89°32'43"W	62.02'
L42	N73°14'17"W	55.51'
L43	S27°16'57"W	127.00'
L44	N54°52'33"E	122.00'
L45	N24°36'13"W	57.33'
L46	N3°33'46"W	57.33'
L47	N19°52'57"E	64.96'
L48	N9°53'31"E	74.89'
L49	N14°46'01"W	110.72'
L50	N61°19'11"W	100.63'
L51	N80°06'29"W	63.56'
L52	S87°26'13"W	51.21'
L53	N81°05'57"W	51.74'
L54	N85°59'16"W	66.98'
L55	S89°07'25"W	33.61'
L56	S79°20'46"W	42.50'

LINE TABLE		
LINE	BEARING	LENGTH
L57	S76°45'20"W	345.64'
L58	S13°14'40"E	122.00'
L59	S76°45'20"W	102.34'
L60	N22°47'30"W	19.09'
L61	N67°12'30"E	127.00'
L62	N22°47'30"W	60.00'
L63	N16°17'06"W	71.68'
L64	N28°27'11"W	47.80'
L65	N49°56'20"W	42.90'
L66	N71°25'29"W	95.76'
L67	S86°56'12"W	43.59'
L68	S65°17'51"W	47.53'
L69	S55°32'26"W	69.41'
L70	S60°40'15"W	34.26'
L71	S56°02'38"W	68.52'
L72	S51°25'02"W	66.76'
L73	S47°01'38"W	95.58'
L74	S47°01'38"W	10.00'
L75	N42°58'22"W	51.72'
L76	N50°08'18"W	68.57'
L77	N58°53'09"W	75.41'
L78	N67°37'59"W	75.41'
L79	N76°22'50"W	72.26'
L80	N84°23'57"W	61.37'
L81	S89°22'26"W	39.10'
L82	S0°37'34"E	122.00'
L83	S89°22'26"W	7.71'
L84	S89°22'26"W	7.96'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.56'	15.00'	44°09'38"
C2	92.13'	77.00'	68°33'26"
C3	34.68'	45.00'	44°09'38"
C4	72.45'	47.00'	88°19'15"
C5	34.68'	45.00'	44°09'38"
C6	134.37'	279.00'	27°35'36"
C7	42.87'	521.00'	4°42'52"
C8	37.16'	25.00'	85°10'02"
C9	34.68'	45.00'	44°09'38"
C10	72.45'	47.00'	88°19'15"
C11	34.68'	45.00'	44°09'38"



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REF: PCZ1602-001, PRV1608-001

Final Plat for Camino De Oeste
Lots 28, 109, 110 &
Common Areas "A" (Open Space) being a
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Being a portion of the North ½ of the Northw ¼ of Section 25,
T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 15-317

Date: 09/16/19

PRV1909-001

Scale: N/A
Contour Interval: N/A

FP03

Sheet No.
3
of **3**



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

- | | | | |
|--|--|--|---|
| ☐ Annexation | ☐ Development Plan | ☐ Development Plan Package | ☐ General Plan Amendment |
| ☐ Rezone | ☐ Minor Land Division | ☐ Significant Land Use Change | ☐ Conditional Use Permit |
| ☐ Specific Plan | ☐ Landscape Plan | ☐ Native Plant Plan/Exception | ☐ SWPP |
| ☐ Variance | ☐ Hydraulic Model | ☐ Sewer Capacity Assurance | ☐ Sign Program |
| ☒ Plat | ☐ Improvement Plan | ☐ Report (Type): _____ | ☐ Other: _____ |

PROJECT INFORMATION

Project Name: Camino De Oeste Lots 1-144

Description of Project: A Replat of Lots 28, 109, 110 and Common Area "A" Number of Lots: 3

Parcel No.(s): 221-14-0480, 221-14-1290, 221-14-1300 Gross Area (Acres): 3.06

Project Address: 5260 W Toronto Highlands Ln Marana, AZ 85742

Ref. Project No.: PRV1612-001

CONTACT INFORMATION

Owner: Pulte Homes

Contact Name: Andy Martinez

Address: 3011 W Ina Rd

City: Tucson

State: AZ

Zip: 85741

Email: Andy.Martinez@PulteGroup.com

Phone No.: (520) 413-6159

Applicant: EPS Group

Contact Name: Francis Hemmah

Address: 8710 N Thornydale Rd

City: Tucson

State: AZ

Zip: 85742

Email: francis.hemmah@epsgroupinc.com

Phone No.: (520) 408-1400

Consultant/Engineer: EPS Group

Contact Name: Francis Hemmah

Address: 8710 N Thornydale Rd

City: Tucson

State: AZ

Zip: 85742

Email: francis.hemmah@epsgroupinc.com

Phone No.: (520) 408-1400

OWNER/APPLICANT AUTHORIZATION

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

Francis Hemmah

Francis Hemmah

Digitally signed by Francis Hemmah
DN: cn=Francis Hemmah, o=EPS Group, Inc., ou,
email=francis.hemmah@epsgroupinc.com, c=US
Date: 2019.09.05 10:54:12 -07'00'

9/5/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. PRV 1909-001

Date Received 9/5/19



Council-Regular Meeting

C3

Meeting Date: 10/15/2019

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-102: Relating to Development; approving a final plat for Gladden Farms Block 30, Lots 1-136, Block "A" and Common Areas "A-1" through "A-8" and "B-1" through "B-9" located northwest of the intersection of Midfield Road and Mike Etter Boulevard (Brian D. Varney)

Discussion:

Request

Rick Engineering Company, representing the property owner, is requesting approval of a final plat for Gladden Farms Block 30 consisting of 136 single-family residential lots, Block "A" and Common Areas "A-1" through "A-8", and "B-1" through "B-9" on approximately 44.3 acres within the Gladden Farms II development. The proposed subdivision is located northwest of the intersection of Midfield Road and Mike Etter Boulevard.

Zoning and Land Use

Block 30 is zoned 'F' (Gladden Farms II Specific Plan) with a land use designation of Single-Family Detached 7 (SFD-7). The SFD-7 land use designation permits single-family detached homes on lots with a minimum area of 7,000 square feet (S.F.). This subdivision proposes a minimum lot size of 7,089 S.F., a maximum of 13,149 S.F., and an average of 7,557 S.F.

Access and Circulation

The proposed subdivision is to be accessed from Mike Etter Boulevard along the east boundary as well as from the adjacent Block 35 of Gladden Farms to the south via Sanderlin Drive. All new streets will be public and constructed within a right-of-way width of 42 feet except the entrance on Pershing Way. Pershing Way will be constructed

within a right-of-way of 60 feet.

Park Requirements and Trails

Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 25,160 square feet of recreation area. The plat proposes 41,784 square feet of playground area in Common Area "B-3", as well as additional active recreation amenities throughout the remainder of Common Area "B" including multiple turfed areas, a trailhead area, and the standard 8-foot and 12-foot asphalt multi-use paths. A 12-foot multi-use path will traverse the project from north to south within Block A connecting the subdivision to the open space paseo system planned within Phase II of Gladden Farms.

Preliminary Plat

The preliminary plat for Gladden Farms Blocks 26 and 30 was approved by the Town Council on December 4, 2012 by adoption of Resolution No. 2012-097.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Gladden Farms II Specific Plan, the Town Code, the Marana General Plan, and the approved preliminary plat. The proposed final plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2019-102 approving the Final Plat for Gladden Farms Block 30, Lots 1-136, Block "A" and Common Areas "A-1" through "A-8" and "B-1" through "B-9".

Attachments

Resolution No. 2019-102
PRV1906-001 GF 30 FP
PRV1906-001 GF 30 FP Map
PRV1906-001 GF 30 FP App

MARANA RESOLUTION NO. 2019-102

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 30, LOTS 1-136, BLOCK "A" AND COMMON AREAS "A-1" THROUGH "A-8" AND "B-1" THROUGH "B-9" LOCATED NORTHWEST OF THE INTERSECTION OF MIDFIELD ROAD AND MIKE ETTER BOULEVARD

WHEREAS on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2006.03, approving a rezoning to create the Gladden Farms II Specific Plan; and

WHEREAS on December 19, 2006, the Mayor and Town Council adopted Ordinance No. 2006.35, approving an amendment to the Gladden Farms II Specific Plan; and

WHEREAS on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving a final block plat for Gladden Farms Blocks 26-43; and

WHEREAS on December 4, 2012, the Mayor and Town Council adopted Resolution No. 2012-097, approving a preliminary plat for Gladden Farms Blocks 26 & 30; and

WHEREAS on March 6, 2018, the Mayor and Town Council adopted Ordinance No. 2018.006, approving an amendment to the Gladden Farms II Specific Plan; and

WHEREAS Rick Engineering Company, on behalf of the property owners, has applied for approval of a final plat for a 136-lot single-family residential subdivision within Block 30 of Gladden Farms located northwest of the intersection of Midfield Road and Mike Etter Boulevard, within Section 35, Township 11 South, Range 11 East; and

WHEREAS the Marana Town Council, at its regularly scheduled meeting on October 15, 2019, determined that the Final Plat for Gladden Farms Block 30, Lots 1-136, Block "A" and Common Areas "A-1" through "A-8" and "B-1" through "B-9" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Gladden Farms Block 30, Lots 1-136, Block "A" and Common Areas "A-1" through "A-8" and "B-1" through "B-9" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of October, 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 WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. 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.

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION: 44.3 AC; 1,930,109 SF.

2. THE EXISTING ZONING IS F (GLADDEN FARMS II SPECIFIC PLAN) PER ORDINANCE 2006.03 AND SUBSEQUENT AMENDMENTS 2006.35 AND 2018.006. THE LAND USE DESIGNATION IS SINGLE-FAMILY DETACHED 7 (SFD-7).

3. THE TOTAL NUMBER OF LOTS: 136.

4. MINIMUM ALLOWABLE LOT SIZE IS 7,000 SF PER THE SFD-7 LAND USE DESIGNATION.

5. MINIMUM LOT SIZE: 7,089 SF.
MAXIMUM LOT SIZE: 13,149 SF.
AVERAGE LOT SIZE: 7,682SF.

6. MAXIMUM BUILDING HEIGHT: 30'

7. BUILDING SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH SIDE-LOADED GARAGE*
FRONT PORCH: 5 FEET*
SIDE-LOADED GARAGE: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
*MAY NOT ENCR OACH INTO THE REQUIRED PUBLIC UTILITY EASEMENT
SIDE: 0 FEET
MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT PROPERTY FOR 2 LOT LINES
STREET: 10 FEET
ACCESSORY STRUCTURE: 5 FEET
REAR: 15 FEET
MAY BE REDUCED TO 5 FEET IF FRONT-LOADED GARAGE IS RECESSED 10 FEET OR MORE FROM THE FRONT LIVING AREA
MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
ACCESSORY STRUCTURES: 5 FEET

8. TOTAL MILES OF NEW PRIVATE STREET: 0
TOTAL MILES OF NEW PUBLIC STREET: 1.32

9. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT) = 272 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE AND 2 PER DRIVEWAY) = 544 SPACES

10. THE TYPE AND AREA OF OPEN SPACE IS AS FOLLOWS:
BLOCK "A": (LANDSCAPE/RECREATION/DRAINAGE): 4.20 AC, 182,818 SF
COMMON AREA "A" (LANDSCAPE, UTILITIES & DRAINAGE): 0.91 AC, 39,425 SF
COMMON AREA "B" (FUNCTIONAL OPEN SPACE, UTILITIES & DRAINAGE): 8.18 AC, 356,147 SF

11. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.

13. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

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

15. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.

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

17. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.

18. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. § 45-576.

19. ALL WEATHER PAVED FIRE DEPARTMENT ACCESS ROADS AND REQUIRED FIRE HYDRANTS SHALL BE APPROVED, INSTALLED, TESTED, AND SERVICEABLE PRIOR TO THE INTRODUCTION OF COMBUSTIBLE CONSTRUCTION MATERIAL ON THE SITE.

20. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH ARIZONA STATE STATUTES.

GENERAL NOTES CONTINUED ON SHEET 2



3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000

J-3652D

rickengineering.com
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DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM ALL AND THE ONLY PARTY HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

I, THE UNDERSIGNED, HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGE WAYS AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

I, THE UNDERSIGNED, HEREBY DEDICATE BLOCK A TO THE TOWN OF MARANA FOR LANDSCAPE, DRAINAGE, PUBLIC UTILITIES, WALLS AND MONUMENTS, AND RECREATION USES.

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

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 AND CONSENT TO ANNEXATION OF ADDITIONAL PARCELS RECORDED IN DOCKET 13150, PAGE 7169 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

BY:

FIDELITY NATIONAL TITLE AGENCY INC, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,423, AS TRUSTEE ONLY AND NOT IN ITS CORPORATE CAPACITY.

RACHEL TURNPISEED, TRUST OFFICER DATE

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 60,423, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

GLADDEN PHASE II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 1600
NEW YORK, NY 10019-4801

GLADDEN PHASE II DEV, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 1600
NEW YORK, NY 10019-4801

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS ____ DAY OF _____, 2019, BEFORE ME PERSONALLY APPEARED _____, WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY INC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES NOTARY PUBLIC

ASSURANCES

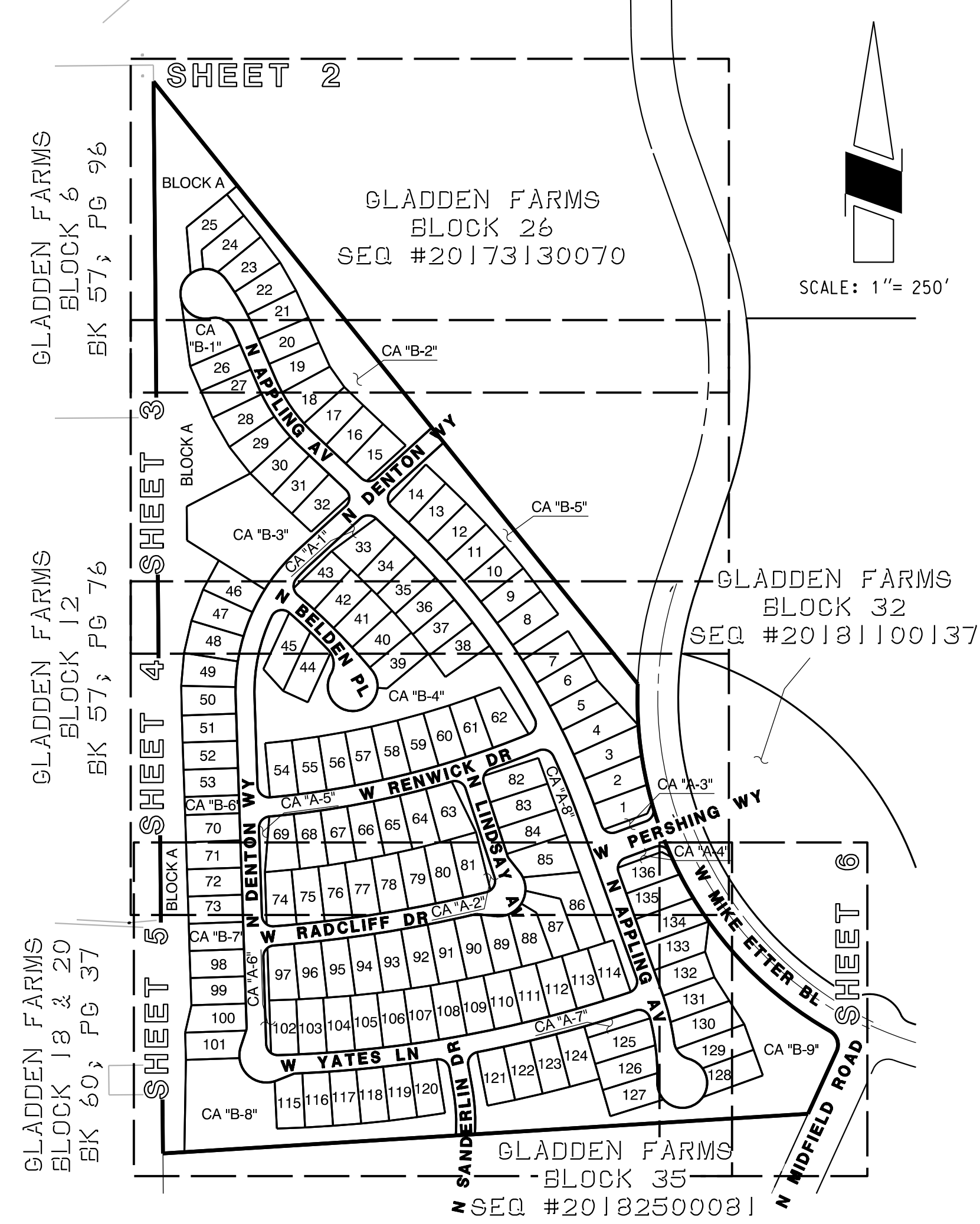
ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST NO. 60,423 FROM FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS RECORDED IN SEQUENCE #2019 _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAS BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR DATE



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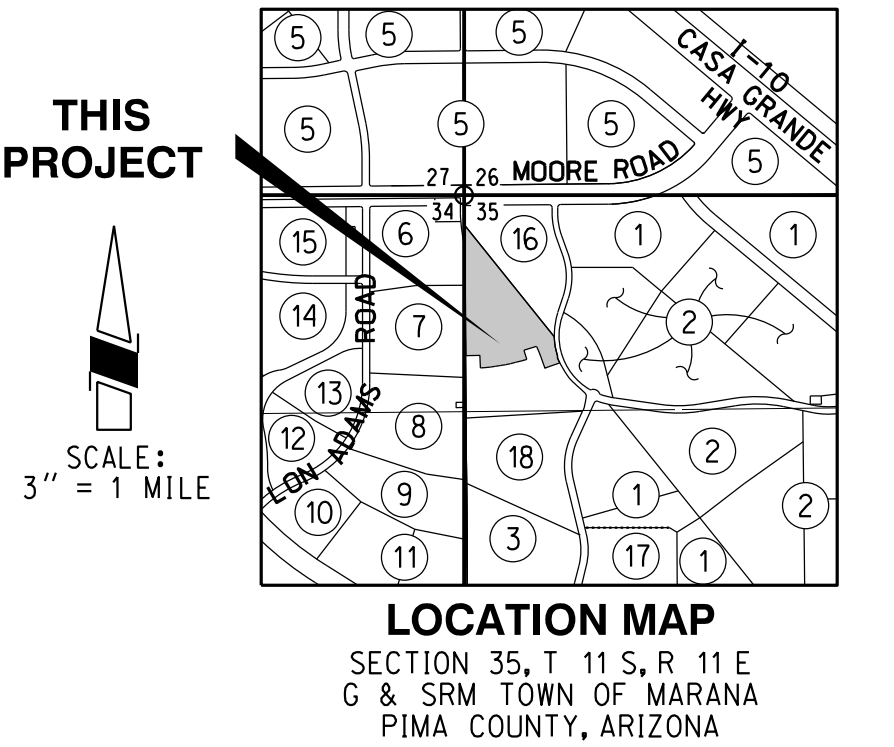
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- SEQ #20071020612
SEQ #20181100137
SEQ #20121740308
SEQ #20071071340
SEQ #20051340763
SEQ #20040110791
SEQ #20032160454
SEQ #20052030148
SEQ #20051970423
SEQ #20061300698
SEQ #20072170310
SEQ #20060970432
SEQ #20051750608
SEQ #20032160452
SEQ #20040700645
SEQ #20173130070
SEQ #20190530029
SEQ #20182500081



LEGEND

SYMBOL	ITEM
○	FOUND SURVEY MONUMENT, RLS 17479 (1/2" REBAR OR AS NOTED)
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 20)
⊞	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
⊞	MARANA M-103-B SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION OF CONSTRUCTION
⊞	EXIST SURVEY MONUMENT AS NOTED
✱	DRIVEWAY ORIENTATION ON LOTS
(RAD)	INDICATES BEARING IS RADIAL
SVT	SIGHT VISIBILITY TRIANGLE
(R)	RECORD
(M)	MEASURED
(C)	CALCULATED
FND	FOUND
14 13 24 23 14 13	SECTION CORNER
23	QUARTER SECTION CORNER
---	LOT NUMBER
---	EXIST R/W
---	SECTION LINE
---	SUBDIVISION BOUNDARY
---	LOT LINE
---	CENTERLINE
---	EASEMENT BOUNDARY

RELEASE OF PUBLIC EASEMENTS BY TOWN OF MARANA

WITH THE RECORDING OF THIS PLAT, THE TOWN OF MARANA RELEASES THE PORTION OF THE 20' PUBLIC SEWER EASEMENT RECORDED AT DOCKET 13494, PAGE 373 WITHIN THE BOUNDARIES OF THIS SUBDIVISION.

RECORDING

SEQ: #2019 _____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE _____

TIME _____

WITNESS MY HAND AND OFFICIAL SEAL DAY

AND ANN ABOVE WRITTEN

F. ANN RODRIGUEZ, COUNTY RECORDER

BY: _____
DEPUTY

CERTIFICATION OF SURVEY

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

DOUGLAS E. SCHNEIDER
REGISTER LAND SURVEYOR
RLS NUMBER 17479



RELATED CASES:
PCZ-05028
SPA-06086
PCZ1708-002
PRV-08032P

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 30

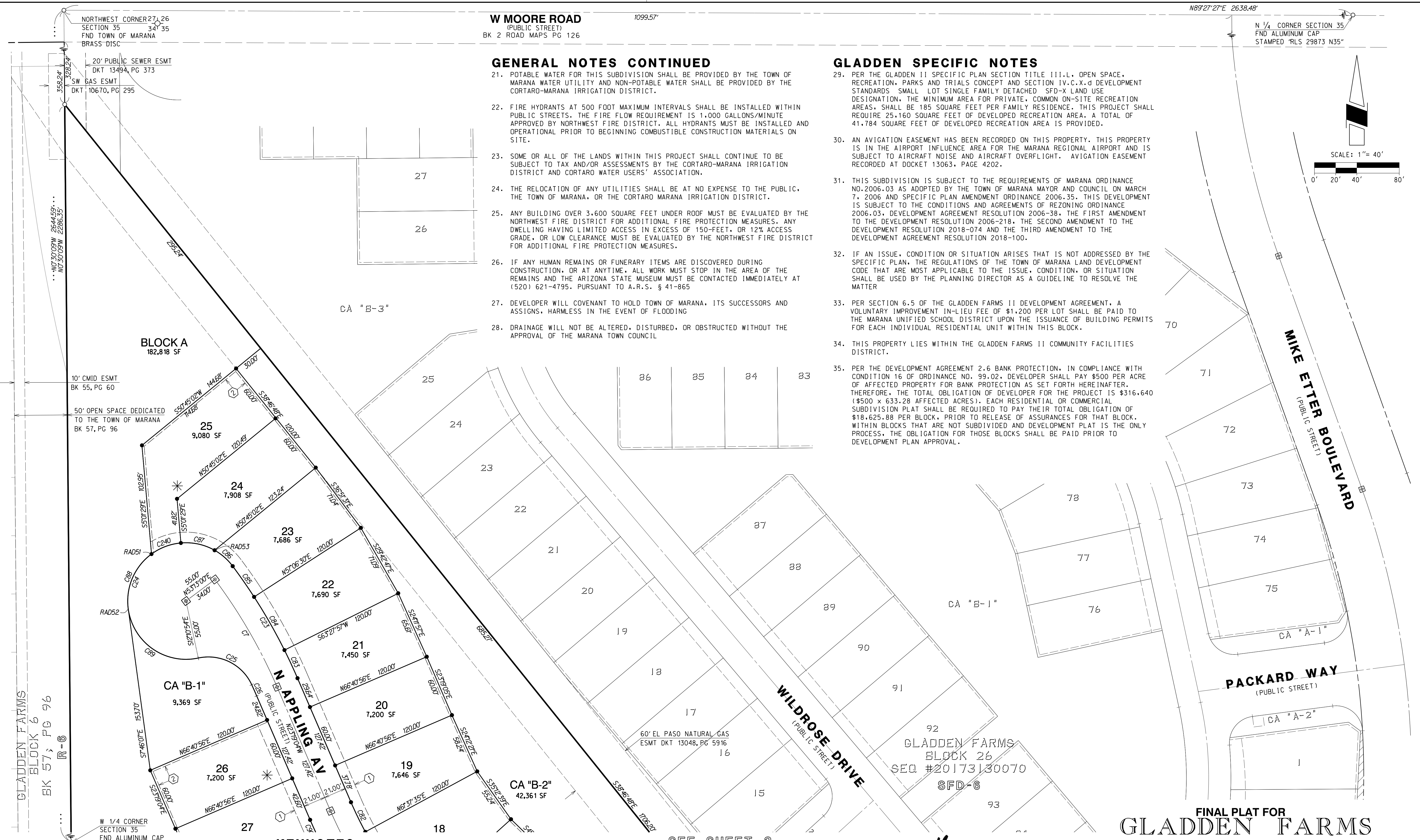
LOTS 1 - 136, BLOCK A &
COMMON AREAS "A-1", "A-8" & "B-1"- "B-9"
COMMON AREA "A": (LANDSCAPE, UTILITIES AND DRAINAGE)
COMMON AREA "B": (FUNCTIONAL OPEN SPACE, UTILITIES AND DRAINAGE)
BEING A RESUBDIVISION OF BLOCK 30 OF GLADDEN FARMS 26-43 BOOK 62,
PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER
MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1906-001
SHEET 1 OF 6

01-OCT-2019

07:01

SEQUENCE #2019



W MOORE ROAD
(PUBLIC STREET)
BK 2 ROAD MAPS PG 126

GENERAL NOTES CONTINUED

- POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.
- FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,000 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO BEGINNING COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
- SOME OR ALL OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENTS BY THE CORTARO-MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.
- THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, THE TOWN OF MARANA, OR THE CORTARO MARANA IRRIGATION DISTRICT.
- ANY BUILDING OVER 3,600 SQUARE FEET UNDER ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150-FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.
- IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795. PURSUANT TO A.R.S. § 41-865
- DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING
- DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL

GLADDEN SPECIFIC NOTES

- PER THE GLADDEN II SPECIFIC PLAN SECTION TITLE III.L. OPEN SPACE, RECREATION, PARKS AND TRIALS CONCEPT AND SECTION IV.C.X.d DEVELOPMENT STANDARDS SMALL LOT SINGLE FAMILY DETACHED SFD-X LAND USE DESIGNATION, THE MINIMUM AREA FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 25,160 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 41,784 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED.
- AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT RECORDED AT DOCKET 13063, PAGE 4202.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF MARANA ORDINANCE NO.2006.03 AS ADOPTED BY THE TOWN OF MARANA MAYOR AND COUNCIL ON MARCH 7, 2006 AND SPECIFIC PLAN AMENDMENT ORDINANCE 2006.35. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF REZONING ORDINANCE 2006.03, DEVELOPMENT AGREEMENT RESOLUTION 2006-38, THE FIRST AMENDMENT TO THE DEVELOPMENT RESOLUTION 2006-218, THE SECOND AMENDMENT TO THE DEVELOPMENT RESOLUTION 2018-074 AND THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT RESOLUTION 2018-100.
- IF AN ISSUE, CONDITION OR SITUATION ARISES THAT IS NOT ADDRESSED BY THE SPECIFIC PLAN, THE REGULATIONS OF THE TOWN OF MARANA LAND DEVELOPMENT CODE THAT ARE MOST APPLICABLE TO THE ISSUE, CONDITION, OR SITUATION SHALL BE USED BY THE PLANNING DIRECTOR AS A GUIDELINE TO RESOLVE THE MATTER
- PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY IMPROVEMENT IN-LIEU FEE OF \$1,200 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.
- THIS PROPERTY LIES WITHIN THE GLADDEN FARMS II COMMUNITY FACILITIES DISTRICT.
- PER THE DEVELOPMENT AGREEMENT 2.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF ORDINANCE NO. 99.02, DEVELOPER SHALL PAY \$500 PER ACRE OF AFFECTED PROPERTY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THE TOTAL OBLIGATION OF DEVELOPER FOR THE PROJECT IS \$316,640 (\$500 x 633.28 AFFECTED ACRES). EACH RESIDENTIAL OR COMMERCIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION OF \$18,625.88 PER BLOCK, PRIOR TO RELEASE OF ASSURANCES FOR THAT BLOCK. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND DEVELOPMENT PLAT IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

KEYNOTES

- 10' PUBLIC UTILITY EASEMENT, ROADWAY MAINTENANCE AND SIGNAGE, AND HOMEOWNER'S ASSOCIATION STREET TREE LANDSCAPE EASEMENT GRANTED BY THIS PLAT.
- 1' PUBLIC NO ACCESS EASEMENT GRANTED BY THIS PLAT
- SITE VISIBILITY EASEMENT BY THIS PLAT
- 10'X10' ELECTRIC EASEMENT BY THIS PLAT

SEE SHEET 3

SEE SHEET 6 FOR CURVE AND DATA TABLES

RICK
ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-3652D
rickengineering.com
San Diego • Riverside • Orange • Sacramento • San Luis Obispo • Phoenix • Denver



RELATED CASES:
PCZ-05028
SPA-06086
PCZ1708-002
PRV-08032P

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 30

LOTS 1 - 136, BLOCK A &
COMMON AREAS "A-1", "A-8" & "B-1"- "B-9"
COMMON AREA "A": (LANDSCAPE, UTILITIES AND DRAINAGE)
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PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER
MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1906-001
SHEET 2 OF 6



KEYNOTES

- 1 10' PUBLIC UTILITY EASEMENT, ROADWAY MAINTENANCE AND SIGNAGE, AND HOMEOWNER'S ASSOCIATION STREET TREE LANDSCAPE EASEMENT GRANTED BY THIS PLAT.
- 2 1' PUBLIC NO ACCESS EASEMENT GRANTED BY THIS PLAT
- 3 SITE VISIBILITY EASEMENT BY THIS PLAT
- 4 10'X10' ELECTRIC EASEMENT BY THIS PLAT

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 30

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PRV1906-001
SHEET 3 OF 6

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RICK
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Tucson

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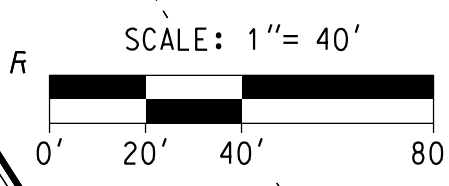
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**FINAL PLAT FOR
GLADDEN FARMS
BLOCK 30**
LOTS 1 - 136, BLOCK A &
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MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV1906-001
SHEET 4 OF 6



KEYNOTES

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SEE SHEET 6 FOR CURVE AND DATA TABLES



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**FINAL PLAT FOR
GLADDEN FARMS
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PRV1906-001
SHEET 5 OF 6



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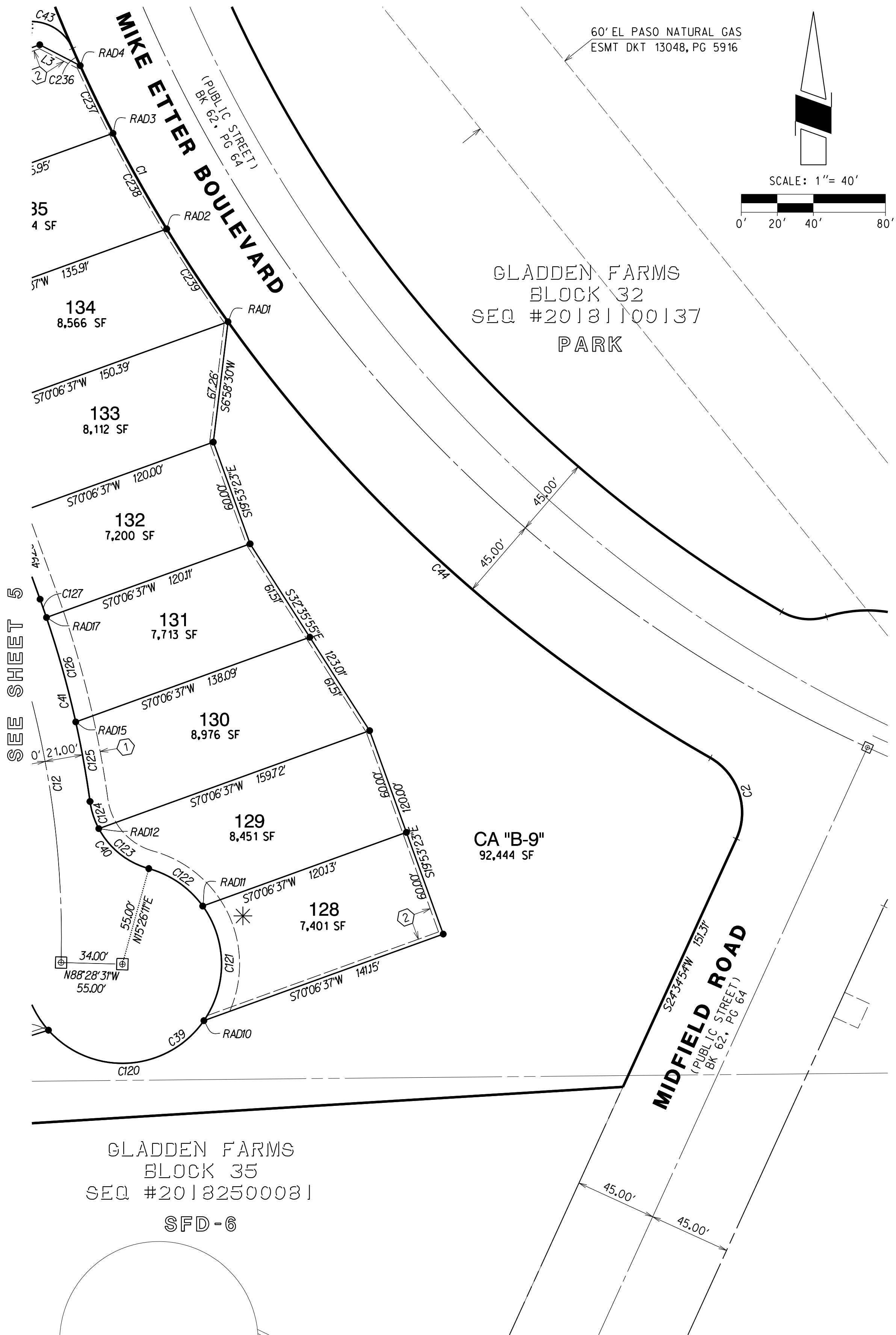
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KEYNOTES

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- SITE VISIBILITY EASEMENT BY THIS PLAT
- 10'X10' ELECTRIC EASEMENT BY THIS PLAT



LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	29.43'	N43°37'25"E	
L2	30.65'	N61°14'52"W	
L3	25.23'	S62°43'39"E	
L4	25.46'	S23°29'47"W	
L5	21.03'	S86°15'30"E	

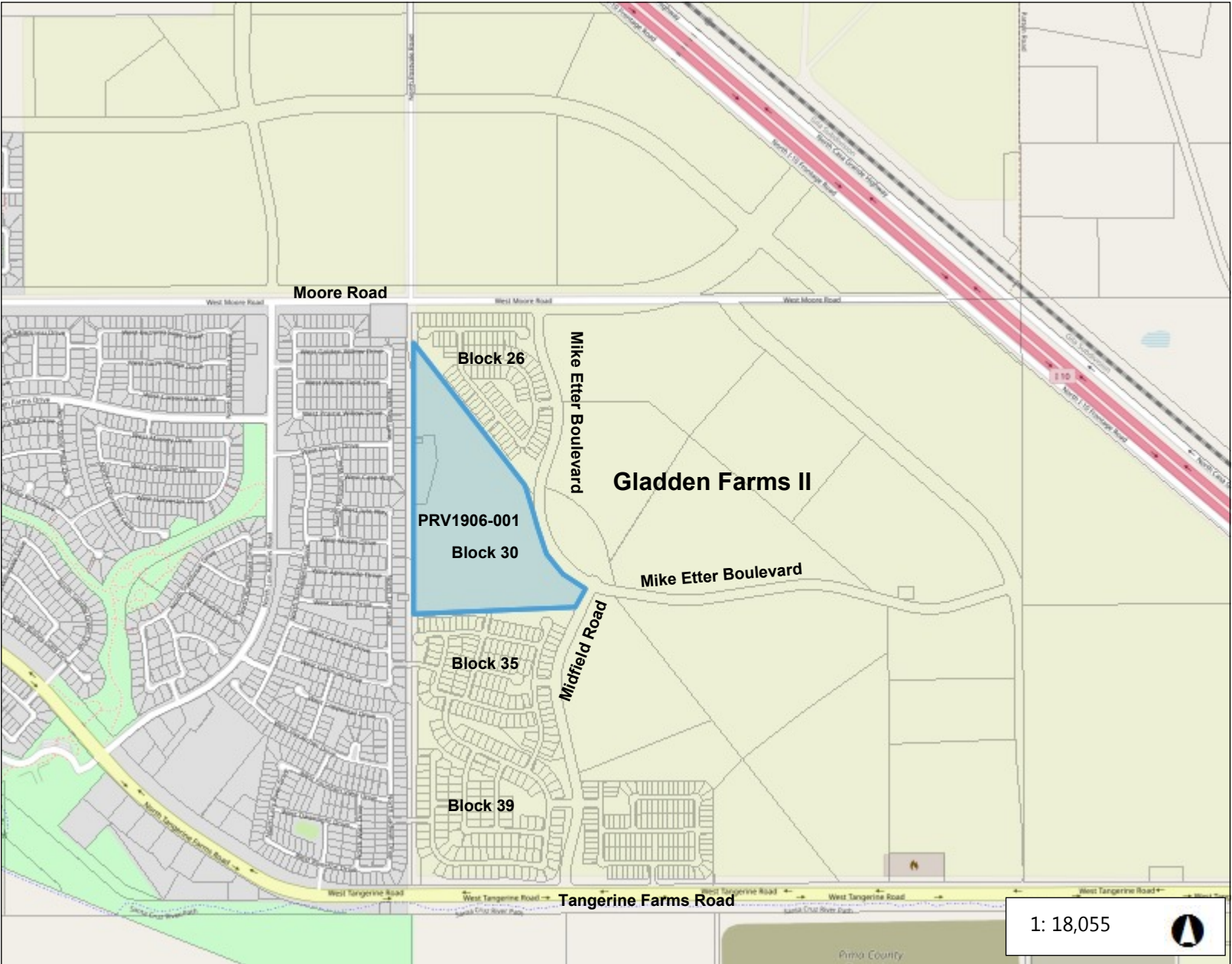
LINE TABLE			
LINE #	LENGTH	DIRECTION	
SVL1	99.85'	N51°02'43"W	
SVL2	72.01'	S41°18'16"E	
SVL3	106.23'	S50°08'33"E	
SVL4	87.06'	N41°42'50"W	
SVL5	16.34'	N40°41'35"E	
SVL6	70.88'	S86°24'44"W	
SVL7	61.54'	N73°12'04"E	
SVL8	121.93'	S12°44'08"E	
SVL9	121.64'	S16°18'51"E	
SVL10	68.27'	N25°35'57"W	
SVL11	59.54'	S79°23'38"W	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	
C1	920.93'	845.00'	62°26'40"	
C2	51.79'	35.00'	84°47'03"	
C3	345.60'	400.00'	49°30'13"	
C4	890.35'	2687.91'	18°58'44"	
C5	747.32'	1600.00'	26°45'41"	
C6	151.90'	373.00'	23°20'00"	
C7	117.51'	500.00'	13°27'57"	
C8	274.07'	1318.00'	11°54'52"	
C9	695.54'	1988.51'	20°02'28"	
C10	576.44'	2985.96'	11°03'39"	
C11	98.30'	400.00'	14°04'50"	
C12	198.09'	530.00'	21°24'53"	
C13	94.35'	400.00'	13°30'50"	
C14	251.26'	400.00'	35°59'23"	
C15	439.23'	2687.91'	9°21'46"	
C16	451.12'	2687.91'	9°36'58"	
C17	182.79'	1600.00'	6°32'44"	
C18	564.53'	1600.00'	20°12'56"	
C19	494.90'	1988.51'	14°15'35"	
C20	200.65'	1988.51'	5°46'53"	
C21	37.42'	25.00'	85°44'59"	
C22	143.35'	352.00'	23°20'00"	
C23	122.45'	521.00'	13°27'57"	
C24	235.57'	55.00'	245°23'54"	
C25	60.86'	45.00'	77°29'28"	
C26	11.48'	479.00'	1°22'22"	
C27	160.45'	394.00'	23°20'00"	
C28	41.12'	25.00'	94°15'01"	
C29	363.74'	421.00'	49°30'13"	
C30	135.97'	60.00'	129°50'21"	
C31	315.75'	2708.91'	6°40'42"	
C32	38.85'	25.00'	89°02'09"	
C33	95.95'	379.00'	14°30'18"	
C34	100.66'	421.00'	13°41'56"	
C35	38.85'	25.00'	89°02'09"	
C36	361.59'	2708.91'	7°38'53"	
C37	41.05'	25.00'	94°05'20"	
C38	142.49'	509.00'	16°02'21"	
C39	245.83'	55.00'	256°05'18"	
C40	52.40'	45.00'	66°42'55"	
C41	115.78'	551.00'	12°02'21"	
C42	39.19'	25.00'	89°48'23"	
C43	37.69'	25.00'	86°22'32"	
C44	363.48'	845.00'	24°38'46"	
C45	37.69'	25.00'	86°22'32"	
C46	39.35'	25.00'	90°11'37"	
C47	757.12'	1621.00'	26°45'41"	
C48	41.12'	25.00'	94°15'01"	
C49	37.42'	25.00'	85°44'59"	
C50	44.72'	379.00'	6°45'37"	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	
C51	39.45'	25.00'	90°25'22"	
C52	234.16'	1339.00'	10°01'12"	
C53	239.22'	55.00'	249°12'34"	
C54	57.72'	45.00'	73°29'30"	
C55	118.18'	1297.00'	5°13'14"	
C56	45.88'	25.00'	105°09'05"	
C57	183.14'	379.00'	27°41'09"	
C58	40.68'	25.00'	93°13'59"	
C59	590.45'	1967.51'	17°11'40"	
C60	41.85'	25.00'	95°54'16"	
C61	507.49'	1579.00'	18°24'53"	
C62	37.92'	25.00'	86°54'48"	
C63	40.44'	25.00'	92°40'25"	
C64	475.39'	2964.96'	9°11'11"	
C65	41.12'	25.00'	94°13'52"	
C66	38.70'	25.00'	88°42'16"	
C67	410.66'	2009.51'	11°42'32"	
C68	38.14'	25.00'	87°24'27"	
C69	39.14'	25.00'	89°41'58"	
C70	791.32'	2666.91'	17°00'02"	
C71	39.83'	25.00'	91°17'07"	
C72	136.29'	1579.00'	4°56'43"	
C73	38.26'	25.00'	87°41'14"	
C74	113.33'	2009.51'	3°13'52"	
C75	38.70'	25.00'	88°42'16"	
C76	140.66'	60.00'	134°19'15"	
C77	453.25'	3006.96'	8°38'11"	
C78	23.18'	25.00'	53°07'48"	
C79	14.23'	25.00'	32°37'10"	
C80	28.28'	352.00'	4°36'11"	
C81	84.01'	352.00'	13°40'27"	
C82	31.06'	352.00'	5°03'22"	
C83	29.25'	521.00'	3°12'59"	
C84	57.81'	521.00'	6°21'28"	
C85	35.39'	521.00'	3°53'30"	
C86	22.89'	55.00'	23°50'46"	
C87	33.02'	55.00'	34°23'42"	
C88	59.03'	55.00'	61°29'30"	
C89	90.63'	55.00'	94°24'47"	
C90	16.56'	394.00'	2°24'29"	
C91	57.15'	394.00'	8°18'40"	
C92	57.15'	394.00'	8°18'40"	
C93	29.59'	394.00'	4°18'11"	
C94	17.94'	25.00'	41°07'13"	
C95	23.18'	25.00'	53°07'48"	
C96	113.12'	421.00'	15°23'40"	
C97	56.93'	421.00'	7°44'52"	
C98	56.93'	421.00'	7°44'52"	
C99	56.93'	421.00'	7°44'52"	
C100	56.93'	421.00'	7°44'52"	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	
C101	22.91'	421.00'	3°07'06"	
C102	25.00'	60.00'	23°52'27"	
C103	106.43'	60.00'	101°37'48"	
C104	4.54'	60.00'	4°20'05"	
C105	17.94'	2708.91'	0°22'46"	
C106	59.56'	2708.91'	1°15'35"	
C107	59.56'	2708.91'	1°15'35"	
C108	59.56'	2708.91'	1°15'35"	
C109	59.56'	2708.91'	1°15'35"	
C110	59.56'	2708.91'	1°15'35"	
C111	59.56'	2708.91'	1°15'35"	
C112	59.56'	2708.91'	1°15'35"	
C113	59.56'	2708.91'	1°15'35"	
C114	64.50'	2708.91'	1°21'51"	
C115	118.41'	2708.91'	2°30'16"	
C116	60.39'	509.00'	6°47'53"	
C117	61.64'	509.00'	6°56'18"	
C118	20.46'	509.00'	2°18'10"	
C119	41.54'	55.00'	43°16'38"	
C120	99.38'	55.00'	103°31'35"	
C121	67.78'	55.00'	70°36'47"	
C122	37.12'	55.00'	38°40'18"	
C123	36.49'	45.00'	46°27'52"	
C124	15.90'	45.00'	20°15'02"	
C125	44.84'	551.00'	4°39'46"	
C126	60.20'	551.00'	6°15'34"	
C127	10.74'	551.00'	1°07'01"	
C128	10.28'	25.00'	23°33'11"	
C129	28.91'	25.00'	66°15'12"	
C130	29.06'	25.00'	66°35'24"	
C131	10.30'	25.00'	23°36'13"	
C132	6.15'	1621.00'	0°13'02"	
C133	59.27'	1621.00'	2°05'42"	
C134	59.27'	1621.00'	2°05'42"	
C135	59.27'	1621.00'	2°05'42"	
C136	59.27'	1621.00'	2°05'42"	
C137	59.27'	1621.00'	2°05'42"	
C138	59.27'	1621.00'	2°05'42"	
C139	39.58'	1621.00'	1°23'57"	
C140	59.41'	1621.00'	2°05'59"	
C141	59.27'	1621.00'	2°05'42"	
C142	59.27'	1621.00'	2°05'42"	
C143	59.27'	1621.00'	2°05'42"	
C144	59.27'	1621.00'	2°05'42"	
C145	59.27'	1621.00'	2°05'42"	
C146	9.03'	25.00'	20°41'35"	
C147	32.10'	25.00'	73°33'26"	
C148	21.90'	25.00'	50°11'39"	
C149	17.55'	25.00'	40°13'43"	
C150	48.95'	1339.00'	2°05'40"	

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C151	59.12'	1339.00'	2°31'47"
C152	59.12'	1339.00'	2°31'47"
C153	59.12'	1339.00'	2°31'47"
C154	7.85'	1339.00'	0°20'09"
C155	41.57'	55.00'	43°18'20"
C156	197.65'	55.00'	205°54'14"
C157	48.49'	45.00'	61°44'44"
C158	9.23'	45.00'	11°44'46"
C159	55.22'	1297.00'	2°26'22"
C160	62.96'	1297.00'	2°46'52"
C161	63.22'	1967.51'	1°50'27"
C162	63.22'	1967.51'	1°50'27"
C163	63.22'	1967.51'	1°50'27"
C164	63.22'	1967.51'	1°50'27"
C165	63.22'	1967.51'	1°50'27"
C166	63.22'	1967.51'	1°50'27"
C167	63.22'	1967.51'	1°50'27"
C168	63.22'	1967.51'	1°50'27"
C169	84.73'	1967.51'	2°28'02"
C170	188.04'	1579.00'	6°49'23"
C171	64.06'	1579.00'	2°19'28"
C172	64.06'	1579.00'	2°19'28"
C173	64.06'	1579.00'	2°19'28"
C174	64.06'	1579.00'	2°19'28"
C175	63.20'	1579.00'	2°17'36"
C176	23.18'	25.00'	53°07'48"
C177	17.25'	25.00'	39°23'37"
C178	50.18'	2964.96'	0°58'11"
C179	62.10'	2964.96'	1°12'00"
C180	62.10'	2964.96'	1°12'00"
C181	62.10'	2964.96'	1°12'00"
C182	62.10'	2964.96'	1°12'00"
C183	62.10'	2964.96'	1°12'00"
C184	62.10'	2964.96'	1°12'00"
C185	52.63'	2964.96'	1°01'02"
C186	9.70'	25.00'	22°13'27"
C187	31.42'	25.00'	72°00'25"
C188	59.41'	2009.51'	1°41'38"
C189	59.41'	2009.51'	1°41'38"
C190	59.41'	2009.51'	1°41'38"
C191	59.41'	2009.51'	1°41'38"
C192	59.41'	2009.51'	1°41'38"
C193	59.41'	2009.51'	1°41'38"
C194	54.20'	2009.51'	1°32'43"
C195	14.96'	25.00'	34°16'39"
C196	23.18'	25.00'	53°07'48"
C197	23.18'	25.00'	53°07'48"
C198	15.96'	25.00'	36°34'10"
C199	46.35'	2666.91'	0°59'44"
C200	62.34'	2666.91'	1°20'21"



Legend

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

1: 18,055



Notes

PRV1906-001 Gladden Farms Block 30 Final Plat



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

- | | | | |
|--|--|--|---|
| ☐ Annexation | ☐ Development Plan | ☐ Development Plan Package | ☐ General Plan Amendment |
| ☐ Rezone | ☐ Minor Land Division | ☐ Significant Land Use Change | ☐ Conditional Use Permit |
| ☐ Specific Plan | ☐ Landscape Plan | ☐ Native Plant Plan/Exception | ☐ SWPP |
| ☐ Variance | ☐ Hydraulic Model | ☐ Sewer Capacity Assurance | ☐ Sign Program |
| ☒ Plat | ☐ Improvement Plan | ☐ Report (Type): _____ | ☐ Other: _____ |

PROJECT INFORMATION

Project Name: Gladden Farms Block 30

Description of Project: Final Plat

Number of Lots: 136

Parcel No.(s): 217-54-015B, 217-54-015C, 217-54-015D

Gross Area (Acres): 44.3

Project Address: No address

Ref. Project No.:

CONTACT INFORMATION

Owner: Fidelity National Title Agency Inc, Trust 60423

Contact Name: Dean Winger

Address: 333 E. Wetmore Road, Suite 250

City: Tucson

State: AZ

Zip: 85705

Email: dwingert@crowwest.com

Phone No.: (520) 888-3962

Applicant: Rick Engineering Company, Inc

Contact Name: Hannah Wong

Address: 3945 E. Fort Lowell Road, Suite 111

City: Tucson

State: AZ

Zip: 85712

Email: hwong@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: Rick Engineering Company, Inc

Contact Name: Bruce Paton

Address: 3945 E. Fort Lowell Road, Suite 111

City: Tucson

State: AZ

Zip: 85712

Email: bpaton@rickengineering.com

Phone No.: (520) 795-1000

OWNER/APPLICANT AUTHORIZATION

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

HANNAH WONG

06/13/19

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Project No.

PRV1906-001

Date Received

6/13/19

Revision Date 03/29/2019



Council-Regular Meeting

C4

Meeting Date: 10/15/2019

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-103: Relating to Development; approving a final plat for Marana Main Street, Blocks 6, 7, 8 & 11 through 17, a re-plat of Blocks 6, 7 and 8 of the original Marana Main Street Plat, located approximately at the northeast corner of Sandario Road and Marana Main Street (Steven E. Vasquez)

Discussion:

History

The Town Council approved a final plat for Marana Main Street, Blocks 1 through 10 and Common Area "A" on January 21, 2014 and recorded with the Pima County Recorder (Sequence Number 20140800116). Recent development on the existing blocks has included the construction a commercial building on Block 1 with Marana Dental and National Bank of Arizona as tenants and Block 5 has been developed as a McDonald's restaurant. Currently, two commercial buildings are under construction on Block 4, with two local restaurant as tenants.

Request

Marana Main Street LLC is requesting to subdivide Blocks 6, 7 and 8 to create a total of ten blocks on seven acres of land. The zoning for the site, the Marana Main Street Specific Plan, does not require a minimum block size. The additional blocks created by this plat are intended to allow for additional commercial development sites that will provide economic and employment opportunities for the Town of Marana.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2019-103, approving a final plat for Marana Main Street, Blocks 6, 7, 8 & 11 through 17.

Attachments

Resolution No. 2019-103

PRV1907-003 Marana Main St Blks 6, 7, 8 & 11-17 FP

PRV1907-003 Marana Main St Blks 6, 7, 8 & 11-17 FP App

MARANA RESOLUTION NO. 2019-103

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR MARANA MAIN STREET, BLOCKS 6, 7, 8 & 11 THROUGH 17 A RE-PLAT OF BLOCKS 6, 7 AND 8 OF THE ORIGINAL MARANA MAIN STREET PLAT, LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF SANDARIO ROAD AND MARANA MAIN STREET

WHEREAS, on November 18, 2008, the Mayor and Town Council adopted Ordinance No. 2008.24, approving a rezoning of the site from “A” (Small Lot) and “VC” (Village Commercial) to “F” (Specific Plan – Marana Main Street); and

WHEREAS, on January 21, 2014, the Mayor and Town Council adopted Resolution No. 2014-004, approving the final plat for Marana Main Street, Blocks 1 through 10 and Common Area “A” (the “Original Marana Main Street Plat”), recorded in the Pima County Recorder’s Office at Sequence Number 20140800116; and

WHEREAS, Marana Main Street LLC, has applied for approval of a final plat for Marana Main Street, Blocks 6, 7, 8 and 11 through 17, a re-plat of Blocks 6, 7 and 8 of the Original Marana Main Street Plat; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 15, 2019, determined that the final plat for Marana Main Street, Blocks 6, 7, 8 and 11 through 17 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Marana Main Street, Blocks 6, 7, 8 and 11 through 17 is hereby approved.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

APPROVALS:

TOWN OF MARANA APPROVALS:

MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER

MARANA PLANNING DIRECTOR

MARANA WATER DIRECTOR
I _____ CLERK OF THE TOWN
OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL
OF THE TOWN OF MARANA ON THE _____ DAY OF _____
2019.

CLERK OF THE TOWN OF MARANA
_____ DATE

CERTIFICATION OF WATER ADEQUACY

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

BY _____
TOWN OF MARANA WATER DIRECTOR
_____ DATE

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST
NO. _____ FROM _____ AS RECORDED IN
SEQUENCE NO. _____, HAVE BEEN PROVIDED TO GUARANTEE DRAINAGE
AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS
(ELECTRIC, TELEPHONE, GAS, SEWER, WATER) IN THIS SUBDIVISION REPLAT.

BY _____
TOWN OF MARANA
_____ DATE

ENGINEERING CERTIFICATION

I CERTIFY THAT THE ENGINEERING WORK INCLUDING GEOMETRIC DESIGN AND FLOOD
PRONE LIMITS DETERMINATION ON THIS PLAT WAS DONE BY ME OR UNDER MY
SUPERVISION.

BRUCE R. CALL, P.E.
ARIZONA REGISTRATION NUMBER 25192



SURVEYOR CERTIFICATION

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

ERNEST GOMEZ, R.L.S.
ARIZONA REGISTRATION NUMBER 27739



RECORDING

STATE OF ARIZONA)
COUNTY OF PIMA)

THIS INSTRUMENT WAS FILED FOR RECORD ON THE
_____ DAY OF _____ 2019, AT _____ M
IN SEQUENCE NO. _____
F. ANN RODRIGUEZ
COUNTY RECORDER

DEPUTY
_____ DATE

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES
HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE
CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.
WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON
THIS PLAT. UTILITY EASEMENTS AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE
TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE
PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND
PRIVATE UTILITIES AND PUBLIC SEWERS. OTHER EASEMENTS SHOWN ON THIS PLAT ARE
DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON
THIS PLAT.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED
FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OR PROPERTY WITHIN THIS
SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE
DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL
PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND
MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND
SEWERS, PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER,
WHETHER SURFACE, FLOOD OR RAINFALL, FROM THE SUBDIVISION AND OTHER LANDS
AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND
COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS
ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE
NUMBER 20140800119 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA.
EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE
ASSOCIATION WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND
LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS
SUBDIVISION.

TRUSTEE

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE OF ITS
TRUST NO. 60434 AND NOT IN ITS INDIVIDUAL CAPACITY.

BY _____ DATE _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
COUNTY OF PIMA)

ON THIS _____ DAY OF _____ 2019 BEFORE ME

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO
BE THE OFFICIAL REPRESENTATIVE AND BEING AUTHORIZED SO TO DO, EXECUTED THE
FOREGOING INSTRUMENT FOR THE PURPOSE HEREIN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

BENEFICIARIES OF TRUST

MARANA MAIN STREET LLC, AN ARIZONA LIMITED LIABILITY COMPANY,
MARANA HOSPITALITY LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND
MARANA HOSPITALITY II LLC, AN ARIZONA LIMITED LIABILITY COMPANY,
AS BENEFICIARIES OF TRUST 60434, FIDELITY NATIONAL TITLE COMPANY TRUSTEE.

BY _____ DATE _____
M. CHRIS MONSON, MANAGING MEMBER
4572 E. CAMP LOWELL DRIVE
TUCSON, ARIZONA 85712
PHONE: (520) 319-6556

GENERAL NOTES

1. THIS SUBDIVISION IS SUBJECT TO AND IN COMPLIANCE WITH EXISTING ZONING "F"
SPECIFIC PLAN - MARANA MAIN STREET. SPECIFIC PLAN WAS ADOPTED
NOVEMBER 18, 2008, BY ORDINANCE NO. 2008.24; AMENDED ON MARCH 19, 2013
BY ORDINANCE NO. 2013.004, AND AMENDED ON SEPTEMBER 17, 2019 BY
ORDINANCE 2019.020.

A. SETBACKS:
HIGHWAY SUPPORT COMMERCIAL (BLOCKS 8, 11-17) - 20' SETBACK ALONG N.
CASA GRANDE HIGHWAY (I-10 FRONTAGE ROAD).

MARANA MAIN STREET COMMERCIAL (BLOCKS 6, 7) - A MINIMUM OF 15 FEET
SHALL BE PROVIDED ON MARANA MAIN STREET FROM BACK OF CURB TO FACE
OF BUILDING FOR SIDEWALK AND OTHER ACTIVITY AREAS (WHICH CAN INCLUDE
COVERED WALKWAYS)

2. GROSS AREA OF THIS SUBDIVISION REPLAT: 7.00± ACRES (304,870 S.F.)

3. TOTAL NUMBER OF BLOCKS FROM THIS REPLAT: 10

4. MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 60 FEET.

5. THIS PROJECT LIES WITHIN FEMA FLOODPLAIN ZONE AO PER REVISED PRELIMINARY
FEMA FIRM #0401181030L, DATED MAY 29, 2009. ALL BUILDABLE AREAS FOR
BLOCKS 6, 7, 8, AND 11-17 SHALL BE ELEVATED 2 FEET ABOVE THE HIGHEST
ADJACENT GRADE OR 1 FOOT ABOVE THE WATER SURFACE ELEVATION WHICHEVER
IS HIGHER AND VERIFIED BY A REGISTERED PROFESSIONAL ENGINEER PRIOR TO THE
ISSUANCE OF ANY PERMITS FROM THE TOWN OF MARANA.

6. BASIS OF BEARING IS THE WEST LINE OF THE SW QUARTER OF SECTION 22,
BETWEEN FOUND MONUMENTS SHOWN HEREIN AND REFERENCED TO MARANA MAIN
STREET RECORDED IN SEQUENCE NO. 20140800116, SAID BEARING BEING N
00°15'22" W.

7. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF
THE TOWN OF MARANA.

8. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND
DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE
EXISTENCE OF OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

9. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE
PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV
OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR
FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

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

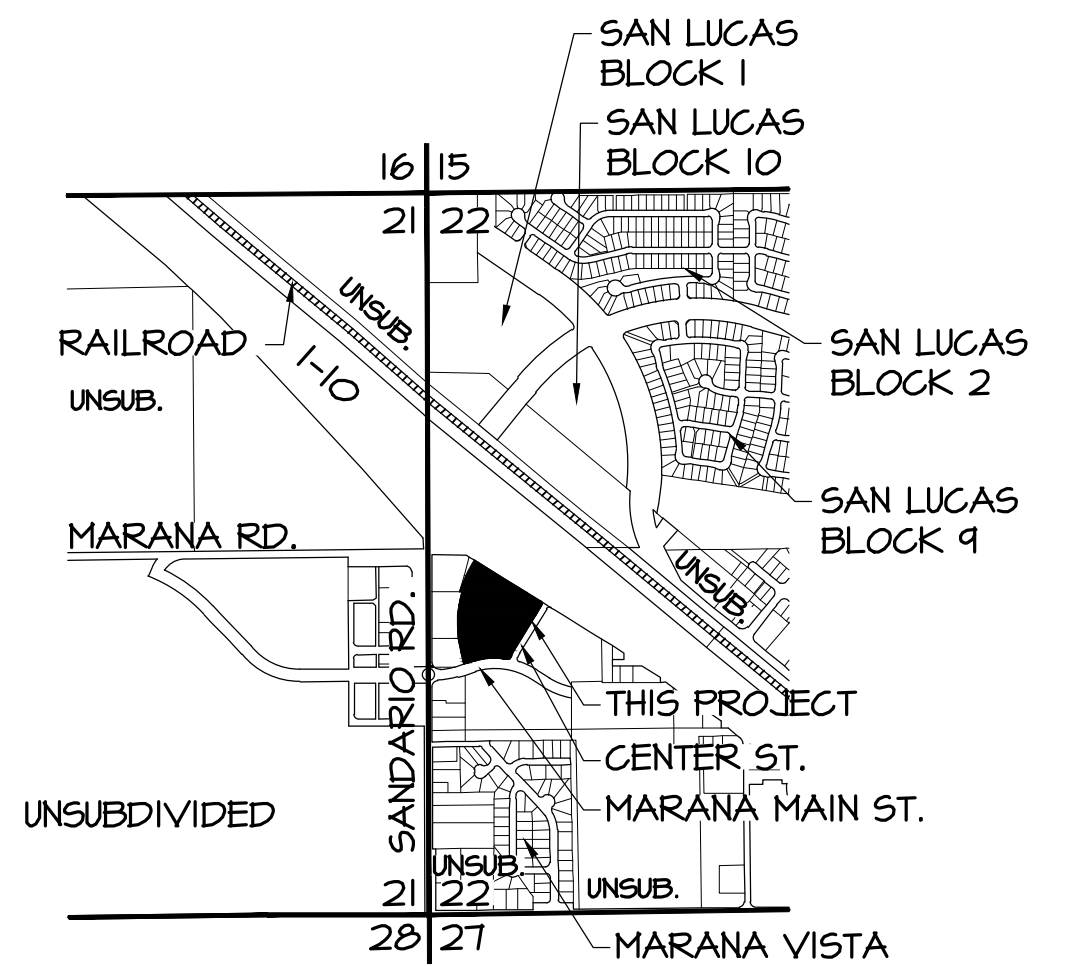
11. THE AREA BETWEEN 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE
SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL LAND IN
THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN
MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.

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

13. TOTAL MILES OF NEW PUBLIC STREET IS ZERO OF PRIVATE STREET IS 0.1.

14. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE,
MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY
SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION,
MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR
TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING
INSTALLATION WITHIN THE PUBLIC RIGHT OF WAY.

15. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA
WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER
A.R.S. 45-576.



LOCATION MAP
SCALE: 3" = 1 MILE
SECTION 22, T 11 S, R 11 E
GILA AND SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- STREET CENTER LINE
- SECTION LINE
- PROPERTY CORNER (SET 1/2" REBAR
TAGGED "RLS 27739")
- BLOCK NUMBER
- CURVE NUMBER
- LINE NUMBER
- KEYNOTE
- COMMON AREA
- FOUND MONUMENT AS NOTED
- CALCULATED POINT

ADMINISTRATIVE ADDRESS: 13858 N. SANDARIO ROAD
MARANA, ARIZONA 85653

DRAWING INDEX

SHEET 1 COVER, GENERAL NOTES, APPROVALS

SHEET 2 BLOCK PLAN

BRUCE R. CALL PLLC
ARCHITECTURE 4572 E. CAMP LOWELL DRIVE
ENGINEERING TUCSON, ARIZONA 85712
CONSTRUCTION MANAGEMENT (520) 722-3668

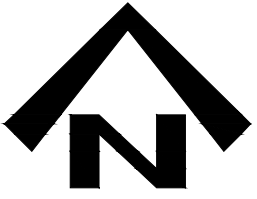
MARANA MAIN STREET
BLOCKS 6, 7, 8 AND 11 THROUGH 17

BEING A REPLAT OF BLOCKS 6, 7, AND 8, OF
MARANA MAIN STREET BLOCKS 1 THROUGH 10 AND
COMMON AREA 'A' (FUNCTIONAL OPEN SPACE)
SEQUENCE NO. 20140800116

BEING A PORTION OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 11 S, RANGE 11 E, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

DATE: 5 SEPTEMBER 2019

SHEET 1 OF 2



SCALE: 1"=50'

KEYNOTES

- 50' WIDE PUBLIC UTILITY AND PRIVATE ACCESS AND DRAINAGE EASEMENT BY THIS PLAT
- EXISTING 10' PUBLIC UTILITY & PEDESTRIAN ACCESS EASEMENT BY ORIGINAL PLAT SEQ. #20140800116
- 10' PUBLIC UTILITIES EASEMENT BY THIS PLAT
- 30' X 35' ELECTRIC EASEMENT RECORDED IN DK. 197, PG. 398
- EXISTING 26' WIDE PUBLIC UTILITY & PRIVATE ACCESS EASEMENT BY ORIGINAL PLAT SEQ. #20140800116
- 1' NO ACCESS EASEMENT BY ORIGINAL PLAT SEQ. #20140800116
- EXISTING 20' PUBLIC UTILITY EASEMENT BY ORIGINAL PLAT SEQ. #20140800116
- 20' BUILDING SETBACK
- 20' PUBLIC UTILITY EASEMENT BY THIS PLAT
- EXISTING 10' PUBLIC ROADWAY MAINTENANCE & PEDESTRIAN ACCESS EASEMENT BY ORIGINAL PLAT SEQ. #20140800116
- 22' PUBLIC UTILITIES EASEMENT AND PRIVATE PARKING EASEMENT BY THIS PLAT

REPLAT CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	838.00'	93.70'	06°24'23"
C2	838.00'	40.13'	02°44'07"
C3	115.00'	31.21'	15°32'53"
C4	115.00'	33.03'	16°27'28"
C5	25.00'	39.26'	89°59'09"
C6	223.00'	56.82'	14°35'55"
C7	25.00'	35.62'	81°38'25"
C8	533.00'	152.31'	16°22'22"
C9	200.00'	64.25'	18°24'25"

REPLAT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°36'18" E	13.57'
L2	N 89°44'38" E	5.28'
L3	N 89°23'04" E	30.00'
L4	N 89°23'04" E	30.19'
L5	N 13°18'42" E	46.64'



BRUCE R. CALL

ARCHITECTURE 4572 E. CAMP LOWELL DRIVE
ENGINEERING TUCSON, ARIZONA 85712
CONSTRUCTION MANAGEMENT (520) 722-3668

MARANA MAIN STREET
BLOCKS 6, 7, 8 AND 11 THROUGH 17

BEING A REPLAT OF BLOCKS 6, 7, AND 8, OF
MARANA MAIN STREET BLOCKS 1 THROUGH 10 AND
COMMON AREA 'A' (FUNCTIONAL OPEN SPACE)
SEQUENCE NO. 20140800116

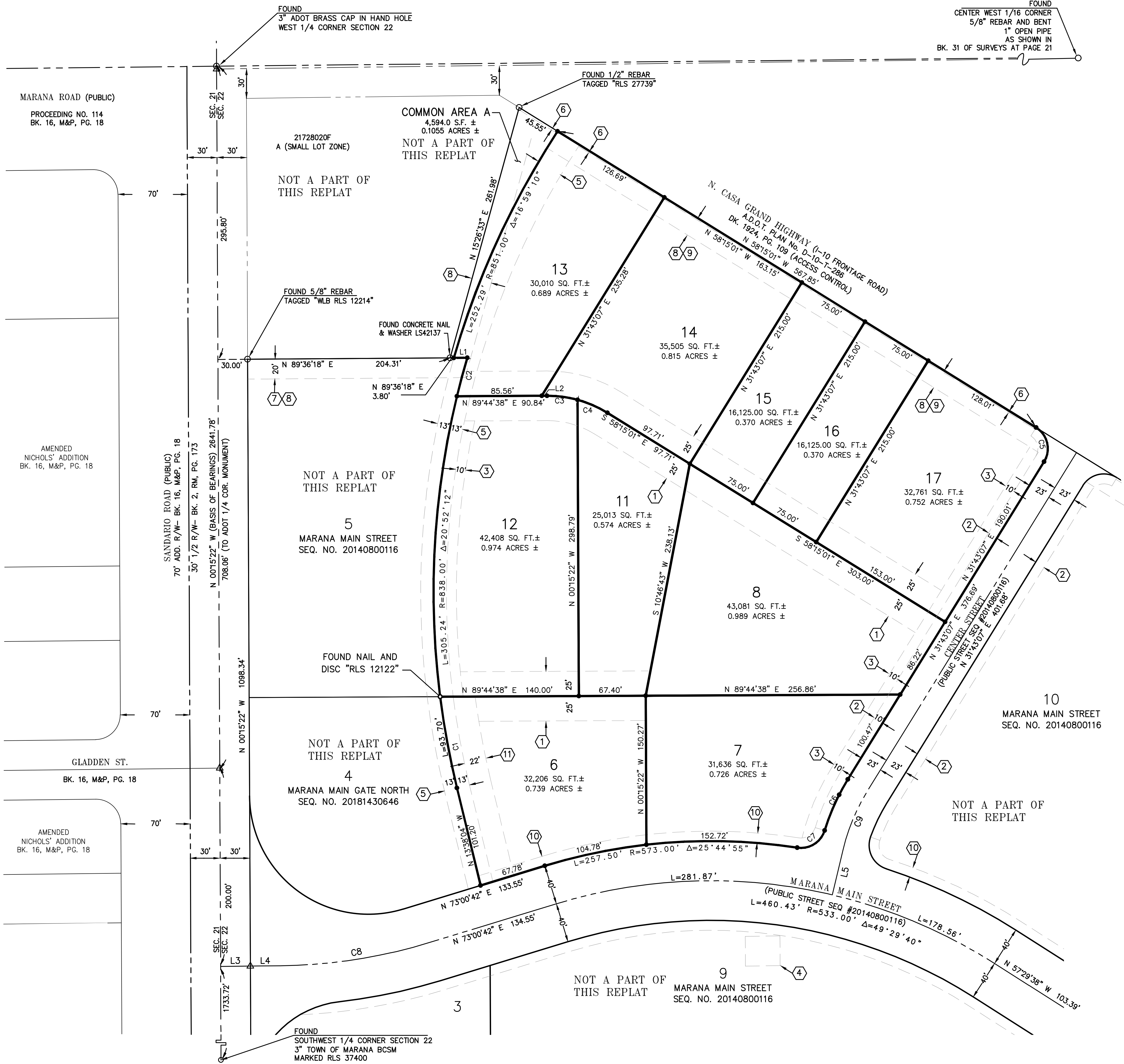
BEING A PORTION OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 11 S, RANGE 11 E, GILA & SALT RIVER MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

DATE: 5 SEPTEMBER 2019

SHEET 2 OF 2

MARANA P.N.:
PRV1907-003

RELATED P.N.:
PCZ-08048
SPA-13004
PRV-13007F
PCZ1907-001





Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

- | | | | |
|--|--|--|---|
| ☐ Annexation | ☐ Development Plan | ☐ Development Plan Package | ☐ General Plan Amendment |
| ☐ Rezone | ☐ Minor Land Division | ☐ Significant Land Use Change | ☐ Conditional Use Permit |
| ☐ Specific Plan | ☐ Landscape Plan | ☐ Native Plant Plan/Exception | ☐ SWPP |
| ☐ Variance | ☐ Hydraulic Model | ☐ Sewer Capacity Assurance | ☐ Sign Program |
| ☒ Plat | ☐ Improvement Plan | ☐ Report (Type): _____ | ☐ Other: _____ |

PROJECT INFORMATION

Project Name: Marana Main Street Blocks 6, 7, and 8 Replat

Description of Project: Replat of existing blocks

Number of Lots: 10

Parcel No.(s): 3 blocks

Gross Area (Acres): 7.0

Project Address: Marana Main Street and Center Street

Ref. Project No.:

CONTACT INFORMATION

Owner: Marana Main Street LLC

Contact Name: Chris Monson

Address: 4572 E. Camp Lowell Drive

City: Tucson

State: AZ

Zip: 85712

Email: bruce@brcall.com

Phone No.: (520) 722-3668

Applicant: Bruce R. Call, AECD, PLLC

Contact Name: Bruce Call

Address: 4572 E. Camp Lowell Drive

City: Tucson

State: AZ

Zip: 85712

Email: bruce@brcall.com

Phone No.: (520) 722-3668

Consultant/Engineer: Bruce R. Call, AECD, PLLC

Contact Name: Bruce Call

Address: 4572 E. Camp Lowell Drive

City: Tucson

State: AZ

Zip: 85712

Email: bruce@brcall.com

Phone No.: (520) 722-3668

OWNER/APPLICANT AUTHORIZATION

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

Bruce Call

Bruce R. Call

7/29/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No.

PRV1907-003

Date Received

7/30/19



Council-Regular Meeting

C5

Meeting Date: 10/15/2019

To: Mayor and Council

Submitted For: Scott Schladweiler, Water Director

From: Amanda Jones, Water Business Coordinator

Date: October 15, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2019-104: Relating to Utilities; approving and authorizing the Mayor to sign a one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (Scott Schladweiler)

Discussion:

The Town of Marana and Pima County entered into an intergovernmental agreement effective December 1, 2014, for provision of water consumption data and sewer user account billing services which, with previously-adopted one-year extensions, terminates on November 30, 2019. This is the fourth of four potential one-year extensions of the intergovernmental agreement between the Town of Marana and Pima County approved by Resolution No. 2014-116. This amendment extends the term of the agreement to November 30, 2020.

Financial Impact:

Fiscal Year: FY20
Budgeted Y/N: Yes
Amount: not to exceed \$55,000

The Town will be reimbursed \$1.27 per month/per account up to the established cap of \$55,000. Current customer counts are 2,937 and projected growth is 300 accounts per year.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-104, approving and authorizing the Mayor to execute a one-year extension of the sewer billing IGA amendment as presented.

Suggested Motion:

I move to adopt Resolution No. 2019-104, approving a one-year extension of the sewer billing IGA amendment as presented.

Attachments

Resolution No. 2019-104
PC Sewer Billing IGA

MARANA RESOLUTION NO. 2019-104

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A ONE-YEAR EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF WATER CONSUMPTION DATA AND SEWER USER ACCOUNT BILLING SERVICES

WHEREAS Pima County operates and maintains a public sanitary sewerage system and is the designated public sewer system provider for the eastern and southern portions of the Town of Marana; and

WHEREAS the Town of Marana is the potable water provider for a portion of the area that receives sewer service from Pima County; and

WHEREAS the Town and Pima County entered into an intergovernmental agreement effective December 1, 2014, for provision of water consumption data and sewer user account billing services which, with previously-adopted one-year extensions, terminates on November 30, 2019; and

WHEREAS the Town and Pima County desire to extend the intergovernmental agreement again for one year.

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

SECTION 1. The one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services set forth in the agenda materials accompanying this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**PIMA COUNTY REGIONAL WASTEWATER
RECLAMATION DEPARTMENT**

PROJECT: Sewer Billing and Collection Services

CONTRACTOR: Town of Marana

CONTRACT NO.: CT-WW-15*195

CONTRACT AMENDMENT NO.: Four (4)

ORIG. CONTRACT TERM: 12/01/2014 - 11/30/2016

TERMINATION DATE PRIOR AMENDMENT: 11/30/2019

TERMINATION THIS AMENDMENT: 11/30/2020

ORIG. CONTRACT AMOUNT: \$110,000.00

PRIOR AMENDMENTS: \$165,000.00

AMOUNT THIS AMENDMENT: \$ 55,000.00

REVISED CONTRACT AMOUNT: \$330,000.00

INTERGOVERNMENTAL AGREEMENT AMENDMENT

WHEREAS, COUNTY and TOWN entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, TOWN and COUNTY, pursuant to Article 4 - Term, have agreed to extend the IGA term for the fourth of four one-year renewal periods; and

WHEREAS, TOWN and COUNTY have agreed to increase the total contract amount to allow payment for the continued provision of sewer billing and collection services during the extended term of the contract.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 4 – Term.

From: "... will terminate on November 30, 2019...."

To: "... will terminate on November 30, 2020...."

CHANGE: ARTICLE 3 – Financing.

From: a. For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.27 per month, per account from December 1, 2018 through November 30, 2019. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 2,778 accounts and the projected growth of 300 accounts per year. Total payment to Town under this IGA will not exceed \$55,000 annually. Town will invoice County, on a monthly basis, for the billing and collection services rendered. Each invoice will include detailed documentation supporting the requested payment. Payment requests will assign all costs to items identified and authorized by this IGA. County will pay Town within 30 days for the services invoiced pursuant to this IGA. County may challenge any invoice or may request additional supporting data provided, however, such challenge or data request will not delay County's payment.

To: a. For the services described in Exhibit A (Scope), County agrees to pay Town a monthly administrative billing fee of \$1.27 per month per account. Such fees will reimburse Town for the cost of billing and collection services based on the current number of 2,937 accounts and the projected growth of 300 accounts per year. Total payment to Town under this IGA will not exceed \$55,000 annually. Town will invoice County, on a monthly basis, for the billing and collection services rendered. Each invoice will include detailed documentation supporting the requested payment. Payment requests will assign all costs to items identified and authorized by this IGA. County will pay Town within 30 days for the services invoiced pursuant to this IGA. County may challenge any invoice or may request additional supporting data provided, however, such challenge or data request will not delay County's payment..

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

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

FOR PIMA COUNTY:

FOR TOWN OF MARANA:

Chair, Board of Supervisors

Mayor

ATTEST:

ATTEST:

Clerk of the Board

Town Clerk

Date: _____

Date: _____

APPROVED AS TO CONTENT:

Director, Pima County RWRD

Director, Pima County Finance

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:


Deputy County Attorney

TOWN OF MARANA:

Town Attorney



Council-Regular Meeting

C6

Meeting Date: 10/15/2019

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-105: Relating to the Police Department; approving and authorizing the Chief of Police to execute an Interagency Service Agreement by and between the Town of Marana and the Arizona Department of Transportation for use of Arizona Traffic and Criminal Software (AzTraCS) (Libby Shelton)

Discussion:

The Federal Highway Administration (FHWA) authorized the Arizona Department of Transportation (ADOT) to spend up to \$1,000,000 in Highway Safety Improvement Program (HSIP) funds to assist agencies throughout Arizona to submit their crash reports electronically. Arizona Traffic and Criminal Software (AzTraCS) can be used to submit crash reports electronically.

AzTraCS is a mobile crash reporting software system that can be used for electronic traffic citations, developing traffic crash reports and other reports/forms. The benefits of AzTraCS include:

- 1) numerous data input devices including barcode readers, magnetic strip readers, and signature tablets making collecting information fast, easy, and accurate.
- 2) data collected can be transmitted to federal and state agencies easily, rather than having staff scanning, copying, stapling and mailing reports to ADOT.

ADOT is responsible for choosing, licensing, and distributing AzTraCS to local jurisdictions in Arizona. As a licensee for AzTraCS, ADOT can install the software in any public safety agency in the state, allow unlimited access to new releases of the software for the term of the license, and offer limited technical support from the

developer of the software. ADOT's yearly \$60,000 licensing fee for its license to install AzTraCS in local jurisdictions is paid through a grant provided by the Governor's Office of Highway Safety (GOHS).

On June 5, 2018, Marana Town Council adopted Resolution 2018-053 entering into an IGA with ADOT allowing MPD to access the ALISS Database to submit electronic crash records and ACIS to retrieve crash data. This provides the foundation for MPD to now use AzTraCS effectively.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-105, authorizing the Chief of Police to sign the AzTraCS agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-105, authorizing the Chief of Police to sign the AzTraCS agreement.

Attachments

Resolution No. 2019-105
Exhibit A

MARANA RESOLUTION NO. 2019-105

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN INTERAGENCY SERVICE AGREEMENT BY AND BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR USE OF ARIZONA TRAFFIC AND CRIMINAL SOFTWARE (AZTRACS)

WHEREAS the Town of Marana and the Arizona Department of Transportation desire to enter into an Interagency Service Agreement for use of Arizona Traffic and Criminal Software (AzTraCS) for the purpose of a more efficient exchange of crash records and crash data; and

WHEREAS AzTraCS is a mobile crash reporting software system that can be used for electronic traffic citations, developing traffic crash reports and other reports and forms; and

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

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

SECTION 1. The Town Council hereby approves the Interagency Service Agreement by and between the Town of Marana and the Arizona Department of Transportation, attached to and incorporated by this reference in this Resolution as Exhibit A, and the Chief is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

INTERAGENCY SERVICE AGREEMENT

AzTraCS Use

Between

Arizona Department of Transportation

And

Marana Police Department

ADOT Contract Number: DT-ITG-2019-008

THIS AGREEMENT is entered into between the Arizona Department of Transportation (ADOT) and the **Marana Police Department** for the purpose of outlining responsibilities for the use of the software, state standard data entry forms, and associated data files, central-site database schema, XML Electronic Incident Data Submission (EIDS) and all associated documentation/ instructions (collectively hereinafter referred to as Arizona Traffic and Criminal Software, or AzTraCS).

WHEREAS, the Traffic and Criminal Software (TraCS) is licensed by the Iowa Department of Transportation for ADOT to develop Arizona's custom safety data collection capabilities; which include crash, citation and other data entry forms (i.e., state standard data entry forms) for the electronic capture by and transfer of data from law enforcement agencies to ADOT and the courts; and

WHEREAS, ADOT has entered into an agreement with the Iowa Department of Transportation (IDOT) for the ability to use certain software products (the "Master Agreement") known as the "Traffic and Criminal Software" ("TraCS Software"); and

WHEREAS, AGENCY is a governmental public safety agency within state of Arizona; and

WHEREAS, pursuant to the terms and conditions of the Master Agreement, ADOT desires to grant to AGENCY, and AGENCY desires to receive a non-exclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software; and

WHEREAS, it is the intention of ADOT to provide AzTraCS to any law enforcement agency in Arizona free of charge, based on ADOT support staff availability and the AGENCY's ability to self-support; and

WHEREAS, A.R.S. § 28-410 authorizes ADOT to enter into an agreement for the maintenance and support for computer software distributed to other agencies or political subdivisions of this state; and

WHEREAS, upon mutual agreement, ADOT and AGENCY agree to the terms and definitions described below and on the following pages for the use of AzTraCS, in whole or in part.

THEREFORE, ADOT and AGENCY agree as follows:

SECTION I. TERMS OF AGREEMENT

A. ADOT SHALL:

1. Grant to AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers owned by the AGENCY and used only by employees of the AGENCY.

2. Grant to the AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the “Licensed Mark”) on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.
3. Provide the current version of AzTraCS to the AGENCY at no cost to the AGENCY.
4. Establish, once AzTraCS begins statewide rollout, an AzTraCS steering committee comprised of AzTraCS user agency representatives to prioritize AzTraCS enhancements, functionality and form requests, issues, etc. ADOT will not permit any representatives on the AzTraCS steering committee from agencies that have not signed an AzTraCS Use Agreement.
5. Provide limited support to answer questions during the initial setup of AzTraCS. The support is limited to two designated persons within the AGENCY and shall include:
 - a. Assisting AGENCY SME or IT to install and configure additional TraCS workstations.
 - b. Assisting AGENCY SME or IT to create initial users accounts.
 - c. Dedicated ADOT Assistance during “go-live” week.
6. Review, prioritize and schedule change requests for inclusion in future software releases. Change requests for state provided form enhancements or any component of AzTraCS shall be directed to ADOT. Any enhancement that requires funding will be the responsibility of the AGENCY to obtain the necessary financing. If the enhancement benefits multiple agencies, ADOT will assist in securing funding. No matter where funding comes from, ADOT and/or its contractors will make all changes to AzTraCS.
7. Support the use of the AzTraCS system by offering one “train the trainer” type training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
8. Provide training and installation documentation, an AzTraCS User Guide, an AzTraCS Technical Guide, and System Administration manual on a CD-ROM or in other electronic format.
9. Provide programming development, enhancements, deployment and ongoing support of AzTraCS.
 - a. Address those AzTraCS application issues that cannot be resolved by the Town SME and the Town IT staff.
 - b. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support.
 - c. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - d. Support Issues will be addressed within:
 - i. 24 hours for issues impacting production environment.
 - ii. 5 business days for issues impacting test/development environment.
10. Provide software releases bug fixes and other updates on CD-ROM or in other electronic format. One CD will be provided to the designated contact within the AGENCY.
11. Support AzTraCS administrative requirements including funding for licensing, marketing and other managerial support.

12. Maintain all parts of AzTraCS under ADOT's control. "Maintenance" means support, upkeep, repair and periodic duplication or "back-up" of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system "under their control". If the AGENCY determines any system trouble to be under ADOT control, it will notify and work with the proper ADOT representative.
13. Develop a process for forms development in conjunction with AGENCY.
14. Be the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of Iowa TraCS.

B. AGENCY SHALL:

1. Not distribute, license, lease or sell, whole or part, AzTraCS to any other entity. This agreement is only for the use of AzTraCS by the AGENCY.
2. Not use any part of AzTraCS with any other application software without prior written approval from ADOT.
3. Not alter the state provided form(s) and AzTraCS database in any way without express written approval from ADOT.
4. Not introduce custom system enhancements during the AGENCY implementation phase.
5. Coordinate the use of AzTraCS with local courts.
6. Designate two AGENCY contacts (one sworn and one IT staff) for: problem resolution, transmission issues, training "train-the-trainer"); and to make appropriate personnel available for training.
7. Provide feedback to ADOT on request, including copies of all collected data and other essential data files. This data will only be used by ADOT for research, testing, debugging and development purposes, and will not be released to the general public.
8. Participate in the electronic transfer of data, via the XML Electronic Incident Data Submission (EIDS) capabilities built into AzTraCS. This data will then be transferred to ADOT, AOC, etc. for processing.
9. Notify ADOT of any newly developed AGENCY forms and to share such forms with ADOT upon request.
10. Deploy data file updates, as well as any new AzTraCS software releases within 30 days of receipt.
11. Supply, configure, administer and provide first-line support for all hardware (such as laptops, server, barcode scanners and printers), central-site database and secure network connectivity enabling the use of AzTraCS and/or XML EIDS.
12. Manage, support and ensure security is properly implemented within AzTraCS.
13. Provide ADOT with a software viewer for any diagramming tool software employed with AzTraCS.
14. Adhere to State data classification and handling policies and standards.
15. Maintain a current ADOT Data Access/Exchange Agreement.

16. Provide all necessary software and all necessary hardware including servers, workstations, laptops and peripherals prior to the start of the project.
17. Maintain all parts of AzTraCS under AGENCY's control. The portion of the system "under Agency control" includes:
 - a. The hardware and operating system associated with the in-vehicle equipment.
 - b. The hardware, database and operating system associated with the central-site AzTraCS computer.
 - c. Backup & restoration of all system and crash data."Maintenance" means support, upkeep, repair and periodic duplication or "back-up" of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system "under their control". If the AGENCY determines any system trouble to be under state control, it will notify and work with the proper state representative.
18. AGENCY shall provide one sworn member and one IT staff to sit on the TraCS forms committee and attend quarterly user's group meetings.

C. EFFECTIVE DATE

1. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program, unless sooner terminated in accordance with the provisions of this Agreement.

D. AMENDMENT AND TERMINATION

1. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
2. Any Amendment to this Agreement shall be in writing and shall be signed by both parties.
3. Either party may terminate this Agreement for failure, by the other party, to perform the duties of the Agreement, following issuance of a fifteen day written, notification of default and a thirty day advance written notice of termination. Both parties to the Agreement shall make a reasonable effort to resolve the default or claim of default, prior to issuance of the termination notice.
 - a. This Sublicense automatically terminates at the termination of the Master Agreement between ADOT and IDOT. If automatic termination occurs, AGENCY will be provided a 45 day period to cease any and all use of the Licensed Software ("Phase Out Period").
 - b. At the end of the Phase Out Period, AGENCY shall immediately stop using the Licensed Software and promptly return to ADOT all copies of the Licensed Software or certify that all copies have been destroyed.
4. Pursuant to A.R.S. § 38-511, ADOT may cancel this Agreement without penalty or further obligation in the event any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOT is, or becomes at any time while the Agreement or an extension or renewal of the Agreement is in effect, an employee of or a consultant to any party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the AGENCY receives written notice of the cancellation unless the notice specifies a later time. ADOT may, by written notice to the AGENCY, immediately terminate this Agreement if ADOT determines that employment or a gratuity was offered or given by AGENCY or any agent or representative of AGENCY to any officer or employee of ADOT for the purpose of influencing the securing of the Agreement, an amendment of the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision regarding Agreement performance.

5. ADOT may cancel this Agreement without penalty or further obligation in the event adequate funding is no longer available. The cancellation shall be effective when AGENCY receives written notice of the cancellation unless the notice specifies a later time.

E. MISCELLANEOUS

1. The AGENCY acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the AGENCY for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary; AGENCY shall hold said Intellectual Property in confidence. Under no circumstances shall AGENCY, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. AGENCY shall not modify or tamper with the Licensed Software source or object code. Any and all use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.
2. The Licensed Software is provided "as is" and without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.
3. In no event shall the Iowa Department of Transportation or ADOT be liable for any damages whatsoever (including, without limitation, indirect, incidental, special or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense or AGENCY's use or inability to use the Licensed Software.
4. For those agencies receiving Highway Safety Improvement Program (HSIP) funding through ADOT for AzTraCS deployment, see attachment "A", "Additional Requirements for HSIP Funded Agencies".
5. AGENCY shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. AGENCY shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION II. PROJECT IMPLEMENTATION

1. Phase 1 - Pre-Implementation Planning Meeting:
 - a. ADOT and AGENCY personnel (both sworn and IT) will hold a project kickoff meeting to:
 - i. Establish key roles and responsibilities
 - ii. Agency PM / ADOT PM
 - iii. Functional Leads Agency / ADOT
 - iv. Technical Leads Agency / ADOT
 - v. Process Refinement
 - vi. Analyze current process / system environments
 - vii. Establish user requirements
 - viii. Establish application requirements
 - ix. Establish Project Timeline

2. Phase 2 - Application Administration / SME Training:
 - a. The AGENCY SME and IT must review all AzTraCS Documentation to gain a general understanding of the platform, features and available configuration options.
 - b. The AGENCY SME and IT will gather user requirements and identify the AzTraCS user base.
 - c. The AGENCY IT will design the AzTraCS environment based on the AGENCY'S requirements.
 - d. ADOT IT will provide training on the AzTraCS Configuration Manager, ADOT Utilities and Database Administration.
3. Phase 3 - Installation / Initial Configuration:
 - a. The AGENCY IT will install and configure the database server for AzTraCS.
 - b. The AGENCY IT will install and configure the AzTraCS Master workstation.
 - c. The AGENCY IT will install and configure peripheral devices that they supply and desire to use (B/C scanners, printers, GPS, etc...)
 - d. The AGENCY IT will install and configure at least one AzTraCS regular workstation
 - e. The AGENCY IT will configure AzTraCS Transmission Utility interfaces to ADOT, AOC, and any other services required by the agency (RMS, etc...)
4. Phase 4 - Use Acceptance Testing (UAT):
 - a. The AGENCY IT and ADOT IT will participate in end-to-end testing of the AzTraCS configuration.
 - b. Both the AGENCY IT and ADOT IT will signoff that the AzTraCS system is configured properly and ready to proceed to the next phase.
5. Phase 5 – End User Training:
 - a. As referenced in #6 on page 4, ADOT will offer one “train the trainer” type training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
6. Phase 6 – Rollout:
 - a. ADOT IT will assist the AGENCY IT with the installation and configuration of additional TraCS workstations.
 - b. ADOT IT will assist the AGENCY IT or SME will create initial users accounts.
7. Phase 7 - Ongoing Support :
 - a. The AGENCY IT or the SME will manage user access (new users, change existing, etc...).
 - b. The AGENCY SME will provide first level support.
 - c. The AGENCY IT will provide second level support for issues not resolved by the SME.
 - d. The AGENCY IT or SME will then forward any unresolved AzTraCS Application issues to ADOT.
 - e. ADOT IT Support will:
 - i. Address those AzTraCS application issues that cannot be resolved by the AGENCY SME and IT staff.
 - ii. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support
 - iii. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - iv. Support Issues will be addressed within:
 1. 24 hours for issues impacting production environment
 2. 5 business days for issues impacting test/development environment

SECTION III. AUTHORIZATION

IN WITNESS THEREOF, the parties hereto agree to carry out the terms of this Agreement.

Arizona Department of Transportation

Signature of Authorized Individual

Steve West
Typed Name

Chief Information Officer
Title

Date of Signature

Approved as to form:

Signature of Authorized Individual

Libby Shelton
Typed Name

Town Attorney
Title

Date of Signature

Agency

Signature of Authorized Individual

Terry S. Rozema
Typed Name

Chief of Police
Title

Date of Signature

Additional Required Signature:

Signature of Authorized Individual

Jane Fairall
Typed Name

Town Attorney
Title

Date of Signature

SECTION IV. POINTS OF CONTACT

ADOT Primary:

Tim Jordan
TraCS Project Coordinator
2739 E. Washington Street, MD 045R
Phoenix, AZ 85034
Email: tjordan@azdot.gov
Phone: 602-712-7487

AGENCY Primary:

Name: Tim Brunenkant
Title: Lieutenant
Address: 11555 W. Civic Center Drive
City, State, Zip: Marana, AZ 85653
Email: tbrunenkant@maranaaz.gov
Phone: 520-370-7014

ADOT Secondary:

Trey Crane
TraCS Project Manager
2739 E. Washington Street, MD 045R
Phoenix, AZ 85034
Email: gcrane@azdot.gov
Phone: 520-838-2711

AGENCY Secondary:

Name: Jose Alvarez
Title: Sergeant
Address: 11555 W. Civic Center Drive
City, State, Zip: Marana, AZ 85653
Email: jalvarez@maranaaz.gov
Phone: 520-309-9360



Council-Regular Meeting

C7

Meeting Date: 10/15/2019

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-106; Relating to Municipal Court; approving the reappointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for the Marana Municipal Court (Laine Sklar)

Discussion:

A.R.S. Section 28-1553 and Marana Town Code Section 5-2-3 provide that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases. For a number of years, in the interests of efficiency and timely customer service, a civil traffic violation hearing officer has been appointed to assist with signing minute entries pertaining to civil traffic cases as well as signing orders amending civil traffic cases, when the judge is unavailable.

On June 6, 2017, the Council appointed Kimberly Epling as a civil traffic violation hearing officer for Marana Municipal Court. Ms. Epling was reappointed on December 4, 2018. On December 4, 2018, the Council appointed Dixie DeBonis as a civil traffic violation hearing officer for Marana Municipal Court. Both terms expired on September 30, 2019, contemporaneously with the expiration of the Town Magistrate's term. Town Magistrate Laine Sklar was reappointed to an additional two-year term commencing October 1, 2019 and expiring September 30, 2021. Judge Sklar now recommends approval of the reappointment of Kimberly Epling and Dixie DeBonis as civil traffic violation hearing officers. Both individuals have had exemplary performance in their roles since their initial appointments.

Staff Recommendation:

Staff recommends approving the appointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2019-106 approving the reappointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for the Marana Municipal Court.

Attachments

Resolution No. 2019-106

MARANA RESOLUTION NO. 2019-106

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF DIXIE DEBONIS AND KIMBERLY EPLING AS CIVIL TRAFFIC VIOLATION HEARING OFFICERS FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-3 of the Town Code provides that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases; and

WHEREAS Dixie DeBonis was appointed as a civil traffic violation hearing officer on December 4, 2018, and her term has now expired; and

WHEREAS Kimberly Epling was appointed as a civil traffic violation hearing officer on December 4, 2018, and her term has now expired; and

WHEREAS the Town Magistrate wishes to reappoint Dixie DeBonis and Kimberly Epling to serve as civil traffic violation hearing officers on as-needed basis; and

WHEREAS the Town Council finds that Dixie DeBonis and Kimberly Epling possess the requisite skill and character to perform as civil traffic violation hearing officers.

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

SECTION 1. The Town Council hereby approves the reappointment of Dixie DeBonis and Kimberly Epling to serve as civil traffic violation hearing officers on an as-needed basis, with a term effective immediately and expiring on September 30, 2021.

SECTION 2. The Town Council further directs that the hearing officers, Dixie DeBonis and Kimberly Epling, who are regular employees of the Town, shall receive no additional compensation as hearing officer other than her regular pay and benefits as an employee of the Town.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

C8

Meeting Date: 10/15/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: October 15, 2019

Subject: Approval of the Regular Council Meeting Summary Minutes of October 1, 2019, and the Study Session Meeting Summary Minutes of September 24, 2019 (Cherry L. Lawson)

Attachments

Draft Regular Council Meeting Summary Minutes, 10/01/2019

Draft Study Session Study Session Summary Minutes 09/24/2019



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers October 1, 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** (Excused); **Council Members Dave Bowen, Patti Comerford, Herb Kai, Roxanne Ziegler and John Officer** were present. There was a quorum of council members present constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Kai moved and Council Member Officer seconded the motion to approve the agenda and removing Item C1 from the agenda. Motion passed, unanimously: 6-0 unanimously.

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comments. The following individuals provided comments to the Council.

Dot Santy resident of Dove Heritage Highlands community reported that there are 200 or more students during a school year are homeless, and almost half of the students (approximately 47%) free or reduced lunch. There are so many children in need in the Marana School District that she felt compelled to do something about it. She met with school officials and spoke with Dr. Cindy Roush in the Student Services Department who made her aware of the S.O.S. Fund, Success of Students. Those funds are used to assist the student within the school district; however, the funds are low in that account. She and **Dee Maitland** began calling on businesses within the Marana community, and have raised \$18,000, however, they are working with the Marana School District to increase the fund up to \$30,000 or more. There is a Benefit Concert that will benefit the Marana School District SOS Fund on Thursday, November 14th at 7 p.m. in the Ballroom of the Highlands.

Dee Maitland resident of Dove Mountain Heritage Highlands community, also spoke in support of the Marana School District SOS Fund and provided additional information on the Benefit Concert. **Eric Genius**, Master Pianist and Composer will perform with a world-class cellist, violinist, and vocalist on November 14. He gives of his music to help fund worthy projects, and will also visit two of the Marana Schools while he is in town. He will meet with at-risk students who are in music at Marana High School, then will meet with students at Dove Mountain C-STEM in the afternoon. She asked that Council and members of the public attend the Benefit Concert and provided information about the ticket price and location.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer reported that he attended the prison facility for GED graduation and they had six men who graduated and left the facility. This time, they added trades and crafts certificate programs to the graduation, and there were 21 graduates of those programs. Upon release, the graduates may be able to obtain employment in a trade occupation.

Mayor Honea reported that he along with **Council Members Officer and Comerford** attended the AAED Luncheon and learn what other entities are doing. Marana is well-respected within many organizations. He and **Town Manager Jamsheed Mehta** will be attending Florence State of the Town Meeting tomorrow. He mentioned the beautiful new waterpark in Florence near the library that was recently built for the community.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta reported on the Executive Summary Report stating the Town does not have all of the information in at this time; however, providing information from the previous month. He reported that the Town issued 64 new

residential permits, which is in line with the average issuance. Also, reported that **Interim Water Director Scott Schladweiler** has been appointed as the Water Director for the Town of Marana after a nation-wide search to replace the former **Water Director John Kmeic**.

PRESENTATIONS

CONSENT AGENDA

Council Member Kai moved and Council Member Bowen seconded the motion approving the Consent Agenda, and removing Item C1. Motion passed, 6-0.

C1 Relating to Procurement; approving a change order to the Pavex Corp. construction contract for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter Pad, and Terminal Apron (AP025) in the amount of \$169,917.97; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Steve Miller) **(Item pulled from the agenda)**

C2 Resolution No. 2019-095: Relating to Finance; approving the update to the Town of Marana Investment Policy (Yiannis Kalaitzidis)

C3 Resolution No. 2019-096: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Chapter 4 - Employment Benefits and Leaves, Chapter 6 - Performance Management and Employee Development, and Chapter 8 - Termination of Employment (Curry Hale)

C4 Resolution No. 2019-097: Relating to Administration; authorizing the transfer of up to \$70,000 in budgeted expenditure authority in park impact fees from the Parks Department Master Plan project (PK028) to the Santa Cruz SUP at CalPortland Project (PK023) in the fiscal year 2019-2020 budget for the acquisition of real property along the Santa Cruz shared use path adjacent to CalPortland (Yiannis Kalaitzidis)

C5 Resolution No. 2019-098: Relating to Administration; authorizing the transfer of up to \$125,000 in budgeted expenditure authority of General Funds from the Parks Master Plan project (PK028) to the Honea Heights Park project (PK024) in the fiscal year 2019-2020 budget for unanticipated costs (Yiannis Kalaitzidis)

C6 Approval of the Council Study Session Meeting Summary Minutes of September 17, 2019 and the Regular Council Meeting Summary Minutes of September 10, 2019 (Cherry Lawson)

LIQUOR LICENSES

Town Clerk Cherry Lawson provided a brief overview of the application for consideration, and stated staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Council Member Bowen moved and Council Member Comerford second the motion that an order recommending approval be submitted to the DLLC for this liquor license application. Motion passes, 6-0.

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #12 restaurant liquor license application submitted by Travis Harley Miller on behalf of Serial Grillers, located at 5560 W. Cortaro Farms Road Marana, Arizona 85742.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

Deputy Town Attorney Jane Fairall provided an overview of this item to Council stating the grant agreement is standard, however, the Town wanted to highlight this public safety initiative that is coming to Pima County. One of the Town's employee **Sheila Blevins, Communication Manager** serves currently in the capacity of Systems Administrator for the entire County 9-1-1 system, and has been for a number of years. The Office of Grants and Federal Resources are putting in more standards than there were previously with grant agreements. This particular grant agreement is for a new program. This Text to 9-1-1- Service that had not previously existed has been in the works for a number of years with the FCC. The Town is excited to bring this forward to Council, and **Ms. Blevins** in her role as Systems Administrator will be working with other public safety answering points or Peace Apps in Pima County to implement and deploy the service, educate the public about the service, and establish policies and procedures.

The State has agreed to fund the deployment and five (5) years of continued support for the program at this time. In that five (5) years, the Town will evaluate its technology and determine its next steps. The amount for the Pima County Services is approximately \$118,200. This is a one year agreement, and certain that it will be renewed annually.

Council Member Ziegler moved and Council Member Kai second the motion approving Resolution No. 2019-099 Relating To The Police Department; Approving And Authorizing The Town Manager To Execute Grant Agreement Number: GFR-Az911-20-007t 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 Program Text-To-9-1-1 Services Fund. Motion passes, 6-0.

A1 Resolution No. 2019-099: Relating to the Police Department; approving and authorizing the Town Manager to execute grant agreement number: GFR AZ911-20-007T 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 Program Text-to-9-1-1 Services Fund (Jane Fairall)

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 (Jason Angell)

Development Director Jason Angell provided an overview of the residential and business development projects, new business licenses issued and land development projects in the Marana community.

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

Mr. Mehta reported that there are no new updates to provide the Council at this time.

EXECUTIVE SESSIONS

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

Mayor Honea asked for a motion to enter into an Executive Session Meeting.

Council Member Ziegler motion and Council Member Officer second the motion to enter into an Executive Session Meeting for the purpose listed within the agenda. Motion passes, 6-0.

[7:25 PM Minutes:] Council adjourns to Executive Session.

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) to consider the Council's position and instruct the Town's attorneys regarding negotiations for the amendment or enforcement of the Villages of Tortolita Development Agreement recorded in the Pima County Recorder's office on April 16, 2018 at Sequence 20181060069 and in the Pinal County Recorder's office on April 17, 2018 at Fee Number 2018-028230.

[8:30 PM Minutes:] Meeting resumes.

Council Member Bowen moved and Council Member Ziegler to proceed with negotiations with TMR which is the party to the Development Agreement consistent with the discussion in Executive Session. Motion passes, 6-0.

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 Mandarin v. Town of Marana, Pima County Superior Court case number C20161982, and Town of Marana v. Mandarin, Pima County Superior Court case number C20184425.

Council Member Bowen moved and Council Member Ziegler second to allow the Town to continue negotiation on those lawsuits consistent with the discussions in Executive Session. Motion passes, 6-0.

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

Council Member Bowen moved and Council Member Kai second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 8:31 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 1, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 24, 2019, at or after 6:00 PM**

Ed Honea, Mayor

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Vice Mayor Jon Post, Council Members Dave Bowen, Patti Comerford (Arrived: 6:09 PM), Herb Kai, Roxanne Ziegler and John Officer** were present. There was 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 Bowen second the motion approving the agenda. Motion passes, 6-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Flood Control; a presentation by the Pima County Regional Flood Control District on a study of the Santa Cruz River (Keith Brann)

Town Engineer Keith Brann provided a brief overview and indicated that the Town provided a presentation to Council during the September 17, 2019 Council Meeting on the Northwest Drainage Study. In both presentations, the Town highlighted an area that was in-between the Town's study of the Santa Cruz River. He introduced members from Pima County **Evan Canfield, Ph.D. with Pima County Regional Flood Control District and Scott Altherr with CMG Drainage Engineering, Inc.** who are stakeholders in the Northwest Drainage, as the Town is with Pima County study. He, **Engineering Specialist Gus Myers, as well as the Parks and Recreation Director Jim Conroy, Public Works Director Mo El-Ali** have equally been attending the County's meeting and obtaining this information as well. *(A copy of the PowerPoint Presentation is on file in the Town Clerk's Office.)* Below are highlights from the presentation.

Mr. Canfield and Mr. Altherr presented on the Santa Cruz River Management Plan and indicated that Pima County hopes to work with the Town going forward.

Santa Cruz River Management Plan – Grant to Trico

- Introduction
- Why do this project?
- What have we done?
- What is next?

Santa Cruz River Management Plan – Grant to Trico

- *The purpose of this project* is to develop a management strategy to balance flood risk management, drainage infrastructure protection, water recharge, recreation opportunities and riparian habitat preservation for the Santa Cruz River from Grant to Trico.

Phase 1: Complete

- Constructed recharge facilities must be protected
- Existing and closed landfills must be protected
- El Rio Preserve should be incorporated into the corridor plan
- Cortaro Mesquite Bosque, example of restoration
- Terraced bank protection – reach requires maintenance
- Soil cement on both bank in this reach needs maintenance plan
- Agriculture – as it develops, land must account for trib flow
- Wetlands classified by Corps during projects must be preserved

Phase 1: Deliverables

- Existing Conditions Report
- Infrastructure Assessment
- Technical Support Data Notebook for Floodplain Mapping

Existing Conditions – Grant Road to Trico Road

- On file in the Town Clerk's Office

Infrastructure Assessment – Grant Road to Trico Road

- On file in the Town Clerk's Office

Technical Data Support Notebook – Grant Road to Trico Road

- On file in the Town Clerk's Office

Flood Hazard Mapping

- On file in the Town Clerk's Office

Mapping and Videos

- 100 – Year Flood Model Simulation
- Location: Between Sanders Road Bridge and Trico Marana Road Bridge
- Location: At Trico Marana Road Bridge

Vice Mayor Post asked whether the modeling was conducted on new technology and information that we have or whether it was older technology. **Mr. Altherr** responded stating it is brand new modeling based off of the latest topography that they have made in or around 2015. It is a two dimensional finite distance model, provides a better representation as it is able to disperse which as they know actually happens in a floodplain.

Phase II – Plan Development: Alternatives Development Phase: Scope (approximately 2 years)

- Developing Recommended Alternatives By Management Reach
- Public and Stakeholder Engagement Report
- Acceptance of plan by Jurisdictions for future collaborative projects

Study Reaches

- Grant to Ina (Three Rivers)
- Cortaro Narrows (Ina to Avra Valley)
- Marana Flats (Avra Valley to Trico)

Cortaro Narrows Issues and Developments (A Preliminary List)

- Need to improve channel conveyance in some areas
- Incising effluent channel requires repeat maintenance of low flow bank protection
- Expanding recreational opportunities (Loop and El Rio Preserve)

Ina to Avera Valley Road – Management Reach 2

- On file in the Town Clerk's Office

Collapsed Low – Flow Bank Protection

- On file in the Town Clerk's Office

Combined Concept for Cortaro

- Bendway Weirs, Infiltration Channels, Rock Fords

Marana Flats Issues and Developments (A Preliminary List)

- Complex wide floodplain, especially north of Sanders Rd
- Interest in Development
- Terminus of Managed Recharge Project
- Proposed Marana Drainage Master Plan Improvements
- Older homes in high risk flood areas at Trico-Marana Rd

Avra Valley Road to Trico Road – Management Reach 3

- Map on file in the Town Clerk's Office

Santa Cruz River Managed Recharge

- Map on file in the Town Clerk's Office

Proposed Timeline for Alternatives Selection Phase

- Copy of proposed timeline is on file in the Town Clerk's Office.

Council Member Kai inquired as to the amount of work that can be done in the river, as it appears as though a great deal of dirt has to be moved in order to keep the elevation in the center. He asked whether this is all under a 404 Permit, and whether it is difficult to obtain or for public benefit. **Mr. Canfield** replied stating speaking north of Avra Valley Road Works with the Corps on 404 permits they do have to speak with the Corps for activities within that area. It is less with in the Ina and the Avra Valley reach; they have a baseline study which goes to Sanders Road. They have documented for the Corps that this is the average maintenance construction or maintenance corridor. **Council Member Kai** commented on the tamarack trees that are removed because of the flood that ends up on the bridges. **Council Member Kai** asked from Marana Road east upstream, he asked whether that is a manage recharge area versus Trico Marana Road westbound to the Pinal County line. **Mr. Canfield** stated it is terminus is Trico Road. The manage recharge has to do with effluent released from the two treatment plants. They gauge by knowing how much to put into the river and the amount that leaves Trico Road. There is measurement at Trico Road; the manage recharge refers to the amount of water released from the two treatment plants can be used to recharge the groundwater, and accrues to the ownership of the water line.

Council Member Kai asked about the area Trico Marana Road westbound to Pinal County whether that area is easier to work on because it is not managed recharge, as the area appears to be filled in and nothing flows through. **Mr. Canfield** stated there are different issues that the maintenance and the manage recharge are really not related to the water ownership as much as the 404 permitting.

Council Member Bowen inquired about the low flow bank protection (referring to the picture in the presentation) asked whether there was any work going on at this time, and are we not keeping up with it. Secondly asking where the funding comes from for the maintenance. He asked whether the funds were from the county or federal government. **Mr. Canfield** stated that particular problem has been repaired. They have tried to get ahead of it; it is Flood Control District funds that had been doing the maintenance and have used different strategies. He provided some examples stating the toe of the bank protection has been extended down. With the new treatment plants, effluent flows seem more erosive. It has been an issue for some time. **Council Member Bowen** asked from where the Flood Control Districts gets its funding. **Mr. Canfield** responded stating it is a tax levy on each property in Pima County including the Town of Marana.

Mayor Honea reflected back during the time that he served on Council and a presentation was made about having the effluent falling as part of the Santa Cruz River. There would be no impact to the river, would be managed by the County, and taken good care of. He stated none of those were true. The falling apart at the Santa Cruz River is directly the result of the effluent. With the effluent flows, we get excessive vegetation that affects flows. **Mr. Canfield** stated **Mayor Honea** is absolutely correct on the vegetation. He is not sure who would have claimed that adding water to the river would have had an effect on the effluent. **Mayor Honea** stated it was the deputy transportation director in the 1970s who made the presentation.

Mr. Canfield stated one of the areas that he has asked **Mr. Altherr** to look into is the maintenance criteria which would pass the flow and deals with vegetation and sedimentation. That is a component that they anticipate looking into in this next phase. **Mayor Honea** asked whether **Mr. Canfield** notifies the neighboring entities whenever there is work being performed in the berms. **Mr. Brann** replied stating communication could be better, but yes – Pima County Flood Control District typically notifies us of maintenance activities.

Council Member Officer stated he had attended a couple of the Santa Cruz Alliance Workshops; one of the challenges that he feels is that people enjoy recreation there – not realizing the damage that vegetation is doing to the flow of the river. He believes it will be a challenge to remove the vegetation from the river area. **Mr. Canfield** stated the District shares the same sentiments as **Council Member Officer**. Often the District is made look like the bad guy by removing vegetation and sediment; requires public and

stakeholder involvement. Next phase will identify the criteria to indicate what vegetation and material needs to be removed.

Council Member Comerford stated public education is key; do a model with the trees in place so people can see the resulting damage. Keep up the maintenance to assure the trees do not get large in the first place. **Mr. Canfield** replied stating stakeholder process is important. **Council Member Comerford** stated people do not understand the dangers when flooding picks up the trees. She asked whether there is a timeframe that the District has in mind for the work. **Mr. Canfield** stated maintenance is an ongoing thing. We hope to have a more systematic process -- avoid the patch approach.

D2 Relating to Budget; presentation, discussion and possible direction regarding consideration of new funding sources for the construction, acquisition and maintenance of critical infrastructure for the continued, unhindered growth of the Town and safety of its residents (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation related to Major Infrastructure Funding. *(A copy of the presentation is on file in the Town Clerk's Office.)* Below are highlights of the PowerPoint.

Mr. Kalaitzidis stated this item is before Council to begin the conversation on funding critical infrastructure projects. Specifically, to discuss with Council the need new revenue sources; get your feedback. He stated Marana is at this point because it was successful. Marana is one of the fastest growing communities in Arizona. Consistently, Marana has been ranked one of the top five fastest growing municipalities in the State.

Marana is one of the fastest growing communities in Arizona

Increased demand for:

- New assets to allow for continued growth
- Maintenance of existing, ever-increasing number of assets

Funding sources are limited due to:

- Big dollar projects
- Maintenance vs. New Construction
- Predictability and timing of funding

Town's continued growth requires new funding for:

- Water Quality Projects
- Water Conveyance System Redundancy and Reliability Projects
- Storm Drainage Management Projects
- Transportation Projects – New and Reconstruct / upgrade

*Many projects have recovery element for funding

Water Systems – Vital for Growth

- Water Quality Projects
- Water Conveyance & Reliability Projects

Storm Drainage

- Storm Drainage Management Projects

Marana Streets

- Transportation Projects
 - New
 - Reconstruct
 - Upgrades

Consideration of New Funding Source

- New Sales Tax
 - Restricted to use for specific types of projects, including servicing of debt
 - Long term
 - Regular review of level of sales tax

Mr. Kalaitzidis stated the Town is before Council to ask that it considers a new funding source for such projects as provided within the PowerPoint presentation. The Town would like to receive Council's feedback on a new sales tax that would be used specifically and restricted to specific types of projects. The Town presented a few types of projects that are known; however, would be open to receive additional feedback on projects that are listed. Due to the nature of this particular sales tax, the Town would recommend that it be a long-term tax, not a short-term sales tax. If some of the projects were completed through the issuance of debt, the sales tax would remain until the debt has been settled and obligations were met. Town staff would also recommend that as discussions move forward, it is possible to recognize that circumstances and conditions may change as the years pass, and would recommend a regular review of the level of sales tax that may be approved. Based upon the feedback from Council and its willingness to consider a new sales tax, Town staff would provide additional information to Council in a future meeting, and include a potential timeframe as well as outreach efforts to our community.

Council Member Bowen stated he had been under the conviction that it costs more to run the town than the revenues we are bringing in. Marana cannot maintain or increase the safety and viability of the town and its ability to be developed without additional money. He would like to see a lists the price tags of some of the projects -- a matrix that helps Council see the impacts of adding different amounts that will provide an indication of the amount the Town can pay for. We cannot use a sales tax for

superfluous infrastructure, as Oro Valley had. He stated the Council would be answerable to the public, and therefore, Council need to see the impact of different levels of tax.

Vice Mayor Post stated Council have the opportunity to collect a sales tax that is the same as other communities in the area. In owning a business that passes on the tax to my customers, and it would be a permanent increase. He would like to see projects be included that only have a repayment method, to the extent possible with a revenue stream coming back to the Town. With that, the eventual amount could be huge as repayment comes in resulting in seed money that moves the town forward.

Council Member Ziegler stated as a side note, the Town should renegotiate the state land lease and save a half million dollars a year. She agrees with what has been said. The Town had been floating the idea of a sales tax for some time. She requested the Town include within its presentation the timeline of when Council last raised the base sales tax. That should not include the Police Department building as the rate has been 2.0% for some time. **Mayor Honea** stated it was increased for two years for the Cortaro project before the RTA tax; however, it was sunset.

Council Member Ziegler stated it would be an easy sell to the public. She appreciated how Chief Rozema held meetings to inform the residents of the need for a new MPD facility; and would love to do it for a recreation facility. People have seen the quality of life go up. The public will support the Town based on how well we have managed things to date. A pretty easy sell for our community; though she does not like sales tax. Not sure about repayment mechanism comment by **Vice Mayor Post**.

Vice Mayor Post stated he was referring to O&M is an important area to discuss. He is not a fan of raising a sales tax for O&M. Hopefully it can free up money currently used for O&M. He would like to use this new money for new projects. Might be some projects that might not be repaid. **Council Member Ziegler** though it is not what she would like to do, but it is the best the Town can do for our citizens; ensure Council has good talking points for our constituents.

Mayor Honea stated he has mixed emotions; he has only openly been committed on water quality and redundancy as it is an absolute need that has to be fixed. If Marana receives money from the lawsuit, then the tax can be eliminated; and Marana could pay the debt off. When Oro Valley raised the sales tax to half cent, the mayor and three Council members lost their jobs. The citizens were not sure if the right thing was being done in raising the tax rate. Tucson raised theirs to half cent to two in a half for only five years, and they are three years into that process. In two years that would go away; that is not a permanent tax in the City of Tucson. Oro Valley is struggling; trying to get out of their half cent. A political football.

He stated the Town needs to begin to separate things as Marana has been growing for 40 years; however, the Town has indicated it now need to raise a tax. He does not accept that recommendation. Growth needs to pay for itself; however, understands when there are cities and towns can pay forward to obtain that ROI that **Vice Mayor Post** commented on. Water quality is a need. Some of the other things should not be included. Marana made a commitment to clean up the water in two neighborhoods; we do not have a choice in that matter. Barnett Channel should be a separate issue as it is such a big cost to the Town. He mentioned the airport project stating Marana started that deal 10 years ago to build the water line up through Cascada with Metro and Oro Valley. He asked why the Town had not planned for those funds within the budget. The \$17 million on Tangerine Roadway, Marana has built many other major road improvements, and did not have a half cent sales tax. He cautioned the Town, but stated he is not saying no to the request; however, he would like to see very specific expenditure projects brought forward, and not general projects.

Vice Mayor Post commented stating **Mayor Honea's** conservative views have taken the Town a long way. In the 2040 survey, from the comments of the resident, he felt as though Marana residents wants the Town to bring forward shovel ready projects in order to spur economic growth in Marana. This money is our own mini RTA. Use these funds for fully vetted pre-approved projects the citizens want.

Mayor Honea stated he fought taking the RTA from a half cent to one cent. If the RTA approves a full cent, the region will be over 10 cents. **Council Member Comerford** stated no one wants to go and ask for more money. She asked whether the Town has tightened its own belt. Our employees have enjoyed good raises and benefits. Check to be sure we're being the best stewards of our money. Need to prove to the public that we absolutely need it despite being good stewards. Growth needs to pay their way. We are giving away the farm when we are making some of these deals. She will to be here only another three years. We need to prove to our constituents that we have been good stewards of our money. She asked how the Town was able to pay for projects before without a sales tax. Is it because of growth, and are we making growth pay for it.

Council Member Kai stated he concurs with **Vice Mayor Post**. He thinks drainage is a safety issue that needs to be addressed along with water quality. Oro Valley got in trouble, but they are pretty much built up. Citizens would be concern about the half-cent sales tax; however, the Town has these improvements has to be done.

Council Member Ziegler stated Marana is not Oro Valley. She agrees with the comments of **Vice Mayor Post** and **Mayor Honea** in its fiscal approach. Marana has never done anything on a whim. We will show our citizens; the reason we have been elected is that we do a good job. If we did not do a good job, our citizens would have voted a different way. Oro Valley did not want a golf course. Satish and the others got too cocky. Marana Council listens to its citizens. We should look at the 2040 survey;

eye-opening. Look at the comments in support of the airport and having a recreation center, roads, and quality of life in Marana. Let's use the reports, and not give it lip service and put it away in a drawer. People want this town to grow. There are projects we need to do. Bank protection is important. **Council Member Comerford** stated the County pays for that.

Council Member Ziegler continued stating it is the growth in this town; these aren't just projects we have not looked at; other projects have come up. She does not think the Town put it on the developers. Marana does not have a large business it can rely on. She mentioned the new businesses on Sandario Road, Chuy's and Bisbee Breakfast Club. Marana need business in this town. She applauds Council for doing its due diligence over the years. These are big issues that the Town need to pay for. Our pavement preservation has been going well, but Marana need more.

Council Member Comerford stated she is not against a sales tax increase; she want to ensure all the Town has adequately prepared for this. On flood control, Marana need to be involved. She asked how Marana paid for the Tangerine Road and Twin Peaks projects without a sales tax. **Council Member Ziegler** stated Marana has had good employees leave. **Council Member Comerford** replied stating some governments have not had a raise in 10 years; let's have our ducks in a row. She continued stating I love when we talk about the recession and we point out that our employees donated \$500K back to the Town. She want to ensure that our homebuilders appreciate what we have done.

Council Member Ziegler stated most of the Council donated its paycheck too. **Council Member Officer** stated he has watched this Council and wanted to get on here because of the ability to figure it out. You have to spend money to make money. Water is #1 on your list and on mine. We have got to be in control of that and fund for it. As long as you can show us how you're spending that money.

Vice Mayor Post stated one of the reasons this is not the former projects, is that some of these projects are huge in nature. Barnett channel, the only way to pay for it is for the Town to up-front the cost, and then to get repaid by development. **Council Member Comerford** stated it seems like **Vice Mayor Post** is right; however, Marana always seem to pay them back.

Mr. Kalaitzidis informed the Council the Town will try to bring this item back in October for.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Vice Mayor Post moved and Council Member Bowen second the motion to adjourn the meeting. Motion passes, 7-0. Meeting adjourned at 7:31 PM.

CERTIFICATION:

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on September 24, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 10/15/2019

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: October 15, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location/Owner Transfer series #006 Bar liquor license application submitted by Thomas Robert Aguilera on behalf of Casa Marana Craft Beer + Wine, located at 8225 N. Courtney Page Way #191 Tucson, Arizona 85741.

Discussion:

This application is for a series #006 Bar liquor license at Casa Marana Craft Beer + Wine, located at 8225 N. Courtney Page Way #191 Tucson, Arizona 85741.

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

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

The Town Council must enter an order recommending approval or disapproval of the

application within 60 days after filing of the application. Pursuant to state statute, a license will only be issued after a satisfactory showing of the capability, qualifications and reliability of the applicant and “in all proceedings before the town council, the applicant bears the burden of showing that the public convenience requires and that the best interests of the community will be substantially served by the issuance of a license.”

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a Location/Owner Transfer series #006 Bar liquor license application submitted by Thomas Robert Aguilera on behalf of Casa Marana Craft Beer + Wine located at 8225 N. Courtney Page Way #191 Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a Location/Owner Transfer series #006 Bar liquor license application submitted by Thomas Robert Aguilera on behalf of Casa Marana Craft Beer + Wine located at 8225 N. Courtney Page Way #191 Tucson, Arizona 85741.

Attachments

Application

Affidavit of Posting

Local Governing Body Recommendation

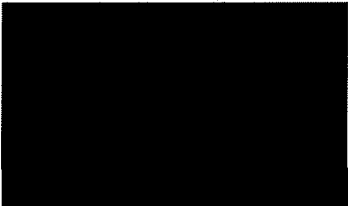
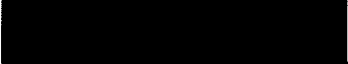
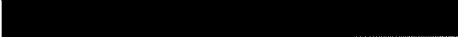
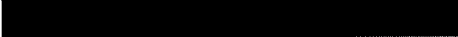
Descriptions of Common Types of Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 09/11/2019 @ 09:42:31 AM

Local Governing Body Report

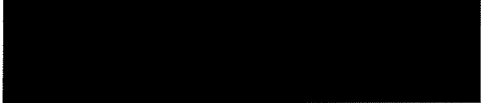
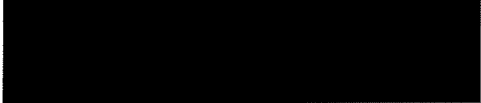
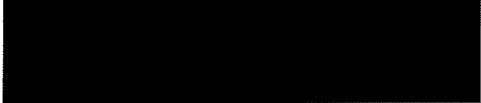
LICENSE

Number: 06100199 Type: 006 BAR
Name: CASA MARANA CRAFT BEER + WINE
State: Pending
Issue Date: Expiration Date: 09/30/2019
Original Issue Date: 04/07/1982
* Location: 8225 N COURTNEY PAGE WAY
#191
TUCSON, AZ 85741
USA
Mailing Address: 
Phone: 
Alt. Phone: 
Email: 

Currently, this license has pending applications.

AGENT

Name: THOMAS ROBERT AGUILERA
Gender: Male
Correspondence Address: 

Phone: 
Alt. Phone: 
Email: 

OWNER

AMENDMENT

State of Arizona
Department of Liquor Licenses and Control

Created 09/10/2019 @ 11:05:23 AM

Local Governing Body Report

LICENSE

Number:	06100199	Type:	006 BAR
Name:	CASA MARANA CRAFT BEER + WINE		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2019
Original Issue Date:	04/07/1982		
Location:	8225 N COURTNEY PAGE WAY #191 MARANA, AZ 85741 USA		

Mailing Address:

Phone:
Alt. Phone:
Email:

Currently, this license has pending applications.

AGENT

Name:	THOMAS ROBERT AGUILERA
Gender:	Male
Correspondence Address:	

Phone:
Alt. Phone:
Email:

OWNER

Name: CASA CBW, LLC
Contact Name: THOMAS ROBERT AGUILERA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L22332140 State of Incorporation: AZ
Incorporation Date: 11/07/2017
Correspondence Address:

Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
KYLE ANTON SCHWAB	Managing Member, Stockholder	100.00

CASA CBW, LLC - Managing Member, Stockholder

Name: KYLE ANTON SCHWAB
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 73478
Application Type: Location / Owner Transfer
Created Date: 08/19/2019 9:10:11 AM

QUESTIONS & ANSWERS

006 Bar

- 1) If you intend to operate 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?
No
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
Yes
If Yes, what City, Town or Tribal Reservation is this Business located in?
Marana Arizona

- 15) Please provide name, address, and Distance of nearest school.
Coyote Trail Elementary School
8000 N Silverbell Rd Tucson AZ 85743
4069.84 feet
- 16) Please provide name, address, and distance of nearest church.
Holy Cross Church
7730 N Cortaro Rd #105 Tucson AZ 85743
3463.16 feet
- 17) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type SUPPLEMENTAL INFO is required.
- 18) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Loss of Security deposit Statutory remedies pursuant to ARS Title 33- Including forcible entry and detainer
- 19) 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
- 20) Are you the owner?
No
- 21) Are you a purchaser?
No
- 22) Are you a management company?
No
- 23) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$200,000.00
Gala Star Mellenberndt-Schwab
2905 E Speedway Blvd Tucson Arizona 85716
- 24) Is there a drive through window on the premises?
No
- 25) Have you provided a diagram of your premises?
Yes
- 26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
contiguous
- 27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 34) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$41,500.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Alien Status TRA.pdf	08/19/2019
BILL OF SALE	Bill of Sale.ex.pdf	08/19/2019
DIAGRAM/FLOOR PLAN	Diagram.pdf	08/19/2019
QUESTIONNAIRE	Kyle Q.pdf	08/19/2019
QUESTIONNAIRE	TRA.Q.pdf	08/19/2019
SUPPLEMENTAL INFO	Cortaro - CASA CBW, LLC Fully Executed Lease.pdf	08/19/2019
SUPPLEMENTAL INFO	Section 9 Casa CBW.pdf	08/19/2019



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: September 20, 2019 Date of Posting Removal: _____

Applicant's Name: Aguilera Thomas Robert
Last First Middle

Business Address: 8225 N. Courtney Page Way #191 Tucson 85741
Street City Zip

License #: 06100199/73478

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.

Print Name of City/County Official Title Phone Number

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 #: 06100199/73478
(Circle one) (Arizona application #)
2. County of: Pima County City/Town/County #: LL2019-21
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 15th of
(Governing body) (Regular or special) (Day)
October, 2019 considered the application of Thomas Robert Aguilera
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 06100199/73478,
(Arizona liquor license application #)
for the license series #: type Series #006 Bar as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Thomas Robert Aguilera
(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)

Series 6 Bar

The bar (series 6) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Payment must be made no later than the time of delivery. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar. A hotel or motel with a Series 6 license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is by a key or magnetic card device and not furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 7 Beer and Wine Bar

The beer and wine bar (series 7) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. § 4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

Series 9 Liquor Store

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 10 Beer and Wine Store

This non-transferable, off-sale retail privileges liquor license allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 10 (beer and wine store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form.

Series 11 Hotel/Motel

This non-transferable, on-sale retail privileges liquor license allows the holder of a hotel/motel license to sell and serve all types of spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises. The restaurant on the licensed premises must derive at least forty percent (40%) of its gross revenue from the sale of food. The holder of this license may sell spirituous liquor in sealed containers in individual portions to its registered guests at any time by means of a minibar located in the guest rooms of registered guests. The registered guest must be at least twenty-one (21) years of age. Access to the minibar is provided by a key or magnetic card device and may not be furnished to a guest between the hours of 2:00 a.m. and 6:00 a.m.

Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.



Council-Regular Meeting

B1

Meeting Date: 10/15/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: October 15, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-107: Relating to Boards, Commissions and Committees; establishing a special council committee to receive and review applications for and make recommendations to the Town Council regarding appointment of trustees for the Marana Health Care Benefits Trust; and authorizing the Mayor to appoint three members of the Marana Town Council to the special committee (Jane Fairall)

Discussion:

On August 6, 2019, the Council adopted Resolution No. 2019-068 establishing the Marana Health Care Benefits Trust for the Town's self-insurance program for health and dental insurance benefits as required by A.R.S. §11-981, and authorized the Mayor to execute the Trust Document. Section 3.02 of the Trust Document sets forth the number and identity of the Trustees for the trust. Based on feedback from the Council, section 3.02 provides that there will be five Trustees, with no more than one Trustee being a Town employee, and no Trustees being a member of the Council.

After the August 6th meeting, Town staff advertised for applications for the four, non-employee Trustee positions. Pursuant to the Trust Document, Trustees must have expertise in the field of finance, employee benefits, health care, human resources, or risk management, and shall reside in Pima or Pinal County. The Town has received several applications.

The purpose of this agenda item is to establish a special Council committee to review the applications, meet to discuss the applications, interview candidates, and make recommendations to the full Council at a future Council meeting. The proposed resolution provides that the Mayor shall appoint three Council members to the special

committee for this purpose.

Staff Recommendation:

Staff recommends establishing the special committee for Marana Health Care Benefits Trust appointments and authorizing the Mayor to appoint three members of the Marana Town Council to the special committee.

Suggested Motion:

I move to adopt Resolution No. 2019-107, establishing a special council committee to receive and review applications for and make recommendations to the Town Council regarding appointment of trustees for the Marana Health Care Benefits Trust; and authorizing the Mayor to appoint three members of the Marana Town Council to the special committee.

Attachments

Resolution No. 2019-107

MARANA RESOLUTION NO. 2019-107

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; ESTABLISHING A SPECIAL COUNCIL COMMITTEE TO RECEIVE AND REVIEW APPLICATIONS FOR AND MAKE RECOMMENDATIONS TO THE TOWN COUNCIL REGARDING APPOINTMENT OF TRUSTEES FOR THE MARANA HEALTH CARE BENEFITS TRUST; AND AUTHORIZING THE MAYOR TO APPOINT THREE MEMBERS OF THE MARANA TOWN COUNCIL TO THE SPECIAL COMMITTEE

WHEREAS Marana Town Code Section 2-6-4 authorizes the Town Council to modify by motion or resolution the appointment procedures for a particular vacancy, board, commission, or committee; and

WHEREAS Marana Town Code Section 2-6-1 authorizes the Town Council to create and dissolve those special and standing boards, commissions or committees as it deems necessary and provides that the motion or resolution creating a board, commission or committee shall describe its powers and purpose and establish the number and qualifications of its membership; and

WHEREAS Marana Town Code Section 2-6-3 provides that the motion or resolution creating a special committee shall establish the terms of office for its members; and

WHEREAS the Town Council finds that the creation of a special Council committee to receive and review applications for and make recommendations to the Town Council regarding appointment of trustees for the Marana Health Care Benefits Trust as set forth in this resolution is in the best interests of the Town of Marana and its citizens.

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

SECTION 1. This resolution modifies the appointment procedures for appointment of trustees to the Marana Health Care Benefits Trust.

SECTION 2. The Town Council hereby establishes the Council Committee for Marana Health Care Benefits Trust Appointments as a special committee of the Town of Marana and hereby provides that the Committee shall be composed of three Marana Town Council members.

SECTION 3. The Council Committee for Marana Health Care Benefits Trust Appointments shall receive and review prospective Marana Health Care Benefits Trust trustee applications, and may interview candidates as the Committee deems appropriate. When the Committee has completed its review process for the currently-existing vacancies, the Marana Health Care Benefits Trust trustee applications and the Council Committee's recommendations relating to them shall be presented to the full Town Council for consideration and possible action.

SECTION 4. The Mayor shall appoint three members to serve on the Council Committee for Marana Health Care Benefits Trust Appointments.

SECTION 5. The Council Committee for Marana Health Care Benefits Trust Appointments will be automatically disbanded when the Town Council fills the currently-existing vacancies on the Marana Health Care Benefits Trust.

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

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

A1

Meeting Date: 10/15/2019

To: Mayor and Council

From: Scott Schladweiler, Water Director

Date: October 15, 2019

Strategic Plan Focus Area:
Commerce

Subject: PUBLIC HEARING: Ordinance No. 2019.021: Relating to Utilities; amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024 (Scott Schladweiler)

Resolution No. 2019-108: Relating to Utilities; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2019.021, amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024 (Scott Schladweiler)

Discussion:

In the fall of 2018, the Town of Marana Water Department engaged Raftelis to provide consulting services to conduct a rate analysis for Town water and water reclamation rates and fees to assure they are meeting cost of service needs for the upcoming five years of operations. On June 18, 2019, Raftelis and Town staff presented the preliminary findings of the analysis to Mayor & Council. On August 6, 2019, Mayor and Council adopted a notice of intention to increase water and water reclamation rates, rate components, fees, and service charges over a multi-year (2020-2024) period; and set the date of tonight's public hearing on the proposed increases in order to comply with (A.R.S. § 9-511.01),

Based on the analysis performed by Raftelis, Town staff is proposing to increase water and water reclamation rates, rate components, fees and service charges effective January 1, 2020, and again to increase rates for four additional annual cycles on January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024.

On the proposed effective date of January 1, 2020, the water base fees will decrease from the existing water base rate and increase annually for four consecutive years thereafter. The analysis also includes a new fire service fee for those customers with a direct, unmetered connection to the distribution system used for the purpose of fire protection (i.e. sprinkler systems).

On the proposed effective date of January 1, 2020, the proposed water reclamation consumption rate will decrease from the existing consumption rate and increase annually for four consecutive years thereafter. Additionally, the proposed water reclamation changes include billing non-residential water reclamation customers on actual water consumption and not a winter quarterly average as it is currently being performed today.

Staff held two open house meeting regarding rate changes to inform the public about the suggested rates, provide the basis for the suggested rate adjustments and provide an opportunity for the public to ask questions. One open house was held on September 12, 2019 at the Marana Municipal Complex and another was held on September 26, 2019 in the Community Room at the Municipal Operations Center. Staff also made presentations at three community meetings and addressed the Marana Citizens' Forum in addition to posting information about the suggested rate adjustments through the Town's various social media accounts.

Because of the length of the comprehensive fee schedule revisions, a separate public records resolution has been prepared and included as part of this item.

If adopted, the proposed ordinance will implement the water and water reclamation rate increases recommended by Raftelis.

Financial Impact:

Fiscal Year:	2020
Budgeted Y/N:	N
Amount:	\$N/A

In anticipation of the analysis, the current department budget did not include any increases related to proposed rate changes. This item will allow the Water Department to increase revenue and meet the cost of service needs identified in the report.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2019.021, amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024; and adoption of Resolution No. 2019-108, making the changes a public record.

Suggested Motion:

I move to adopt Ordinance No. 2019.021, amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024; and to adopt Resolution No. 2019-108, making the changes a public record.

Attachments

Ordinance No. 2019.021

Resolution No. 2019-108

MARANA ORDINANCE NO. 2019.021

RELATING TO UTILITIES; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE BY SUCCESSIVELY INCREASING THE WATER BASE FEE, WATER CONSUMPTION RATES, GROUNDWATER RESOURCE/ACQUISITION FEE, MONTHLY WASTEWATER SERVICE FEE, AND WASTEWATER VOLUME CHARGE FOR ALL MARANA RESIDENTIAL AND NON-RESIDENTIAL WATER AND WASTEWATER CUSTOMERS EFFECTIVE JANUARY 1, 2020, JANUARY 1, 2021, JANUARY 1, 2022, JANUARY 1, 2023, AND JANUARY 1, 2024

WHEREAS the Town Council finds that increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana Water Department residential and non-residential water and wastewater customers is necessary for self-sustaining water and wastewater utilities and is in the best interests of the Town of Marana.

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

SECTION 1. The amendments to the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024; three copies 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 are attached as Exhibit A to Resolution No. 2019-108 of the Town of Marana, Arizona; are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This ordinance is effective on November 15, 2019, but the fee and rate increases are effective on the dates indicated in Section 1 above and in Exhibit A to Town of Marana Resolution No. 2019-108.

SECTION 5. 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 ordinance.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2019-108

RELATING TO UTILITIES; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2019.021, AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE BY SUCCESSIVELY INCREASING THE WATER BASE FEE, WATER CONSUMPTION RATES, GROUNDWATER RESOURCE/ACQUISITION FEE, MONTHLY WASTEWATER SERVICE FEE, AND WASTEWATER VOLUME CHARGE FOR ALL MARANA RESIDENTIAL AND NON-RESIDENTIAL WATER AND WASTEWATER CUSTOMERS EFFECTIVE JANUARY 1, 2020, JANUARY 1, 2021, JANUARY 1, 2022, JANUARY 1, 2023, AND JANUARY 1, 2024

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to the Town of Marana comprehensive fee schedule, a copy of which is attached to and incorporated in this resolution as Exhibit A and three copies of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

SECTION 1. The Town of Marana comprehensive fee schedule is hereby amended by successively increasing the water base fee, water consumption rates, and groundwater resource/acquisition fee for all Marana residential and non-residential water utility customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, as follows (with additions shown by double underlining and deletions shown by ~~strikethrough~~):

Fee/Description	Amount	Unit of Measure	Notes
UTILITIES			
Water Meter Monthly Base Rate; 5/8" Meter (effective January 1, 2017)	\$19.09 <u>\$15.96¹</u>	Per meter	
Water Meter Monthly Base Rate; 3/4" and 1" Fire Meter (effective January 1, 2017)	\$19.09 <u>\$16.69²</u>	Per meter	Rate also applies to single family residences that could have been served by a 5/8" x 3/4" meter but for fire suppression facilities that make the larger meter necessary.
Water Meter Monthly Base Rate; 1" Meter (effective January 1, 2017)	\$46.35 <u>\$17.79³</u>	Per meter	
Water Meter Monthly Base Rate; 1.5" Meter (effective January 1, 2017)	\$50.44 <u>\$26.17⁴</u>	Per meter	
Water Meter Monthly Base Rate; 2" Meter (effective January 1, 2017)	\$58.62 <u>\$42.95⁵</u>	Per meter	
Water Meter Monthly Base Rate; 3" Meter (effective January 1, 2017)	\$79.07 <u>\$65.56⁶</u>	Per meter	

¹ Effective January 1, 2020. Increases to \$16.84 effective January 1, 2021; to \$17.77 effective January 1, 2022; to \$18.75 effective January 1, 2023; and to \$19.31 effective January 1, 2024.

² Effective January 1, 2020. Increases to \$17.61 effective January 1, 2021; to \$18.58 effective January 1, 2022; to \$19.60 effective January 1, 2023; and to \$20.19 effective January 1, 2024.

³ Effective January 1, 2020. Increases to \$18.77 effective January 1, 2021; to \$19.80 effective January 1, 2022; to \$20.89 effective January 1, 2023; and to \$21.52 effective January 1, 2024.

⁴ Effective January 1, 2020. Increases to \$27.61 effective January 1, 2021; to \$29.13 effective January 1, 2022; to \$30.73 effective January 1, 2023; and to \$31.65 effective January 1, 2024.

⁵ Effective January 1, 2020. Increases to \$45.31 effective January 1, 2021; to \$47.80 effective January 1, 2022; to \$50.43 effective January 1, 2023; and to \$51.94 effective January 1, 2024.

⁶ Effective January 1, 2020. Increases to \$69.17 effective January 1, 2021; to \$72.97 effective January 1, 2022; to \$76.98 effective January 1, 2023; and to \$79.29 effective January 1, 2024.

Fee/Description	Amount	Unit of Measure	Notes
Water Meter Monthly Base Rate; 4" Meter (effective January 1, 2017)	\$139.05 <u>\$96.93⁷</u>	Per meter	
Water Meter Monthly Base Rate; 6" Meter (effective January 1, 2017)	\$275.37 <u>\$167.31⁸</u>	Per meter	
Water Meter Monthly Base Rates <u>for meter sizes different from or larger than those listed</u> ; 8" Meter (effective January 1, 2017)	\$471.87	Per meter	<u>Shall be set by development agreement</u>
Water Meter Monthly Base Rate; 10" Meter (effective January 1, 2017)	\$600.00	Per meter	
Water Meter Monthly Base Rate; 12" Meter (effective January 1, 2017)	\$950.00	Per meter	
<u>Water Meter Monthly Base Rate; Hydrant Meter</u>	<u>\$54.26⁹</u>	<u>Per meter</u>	Hydrant meter minimum monthly fee is \$65.00
<u>Private Fireline Monthly Base Rate; 4" connection</u>	<u>\$13.70¹⁰</u>	<u>Per connection</u>	
<u>Private Fireline Monthly Base Rate; 6" connection</u>	<u>\$39.80¹¹</u>	<u>Per connection</u>	
<u>Private Fireline Monthly Base Rate; 8" connection</u>	<u>\$84.82¹²</u>	<u>Per connection</u>	
Water Use Charge; Standpipe/Hydrant Meters (Billed Monthly) (effective January 1, 2017)	\$4.33 <u>\$4.36¹³</u>	Per 1,000 gallons	
Water Use Charge; Multi-family, Commercial, Industrial, Government and Irrigation Uses (<u>Billed Monthly</u>) (effective January 1, 2017)	\$3.82 <u>\$3.96¹⁴</u>	Per 1,000 gallons	

⁷ Effective January 1, 2020. Increases to \$102.26 effective January 1, 2021; to \$107.88 effective January 1, 2022; to \$113.81 effective January 1, 2023; and to \$117.22 effective January 1, 2024.

⁸ Effective January 1, 2020. Increases to \$176.51 effective January 1, 2021; to \$186.22 effective January 1, 2022; to \$196.46 effective January 1, 2023; and to \$202.35 effective January 1, 2024.

⁹ Effective January 1, 2020. Increases to \$57.24 effective January 1, 2021; to \$60.39 effective January 1, 2022; to \$63.71 effective January 1, 2023; and to \$65.62 effective January 1, 2024.

¹⁰ Effective January 1, 2020. Increases to \$14.45 effective January 1, 2021; to \$15.24 effective January 1, 2022; to \$16.08 effective January 1, 2023; and to \$16.56 effective January 1, 2024.

¹¹ Effective January 1, 2020. Increases to \$41.99 effective January 1, 2021; to \$44.30 effective January 1, 2022; to \$46.74 effective January 1, 2023; and to \$48.14 effective January 1, 2024.

¹² Effective January 1, 2020. Increases to \$89.49 effective January 1, 2021; to \$94.41 effective January 1, 2022; to \$99.60 effective January 1, 2023; and to \$102.59 effective January 1, 2024.

¹³ Effective January 1, 2020. Increases to \$4.60 effective January 1, 2021; to \$4.85 effective January 1, 2022; to \$5.12 effective January 1, 2023; and to \$5.27 effective January 1, 2024.

¹⁴ Effective January 1, 2020. Increases to \$4.18 effective January 1, 2021; to \$4.41 effective January 1, 2022; to \$4.65 effective January 1, 2023; and to \$4.79 effective January 1, 2024.

Fee/Description	Amount	Unit of Measure	Notes
Water Use Charge; Single Family Residences, Consumption between 0 and 10,000 gallons (<u>Billed Monthly</u>) (effective January 1, 2017)	\$3.11 <u>\$3.15¹⁵</u>	Per 1,000 gallons	
Water Use Charge; Single Family Residences, Consumption between 10,001 and 20,000 gallons (<u>Billed Monthly</u>) (effective January 1, 2017)	\$4.33 <u>\$4.41¹⁶</u>	Per 1,000 gallons	
Water Use Charge; Single Family Residences, Consumption between 20,001 and 30,000 gallons (<u>Billed Monthly</u>) (effective January 1, 2017)	\$5.63 <u>\$5.67¹⁷</u>	Per 1,000 gallons	
Water Use Charge; Single Family Residences, Consumption between 30,001 and 40,000 gallons (<u>Billed Monthly</u>) (effective January 1, 2017)	\$6.94 <u>\$7.09¹⁸</u>	Per 1,000 gallons	
Water Use Charge; Single Family Residences, Consumption over 40,000 gallons (<u>Billed Monthly</u>) (effective January 1, 2017)	\$9.97 <u>\$10.23¹⁹</u>	Per 1,000 gallons	
Groundwater Resource/Acquisition Fee (<u>Billed Monthly</u>) (effective January 1, 2017)	\$0.50 <u>\$1.13²⁰</u>	Per 1,000 gallons	

¹⁵ Effective January 1, 2020. Increases to \$3.32 effective January 1, 2021; to \$3.50 effective January 1, 2022; to \$3.69 effective January 1, 2023; and to \$3.80 effective January 1, 2024.

¹⁶ Effective January 1, 2020. Increases to \$4.65 effective January 1, 2021; to \$4.91 effective January 1, 2022; to \$5.18 effective January 1, 2023; and to \$5.34 effective January 1, 2024.

¹⁷ Effective January 1, 2020. Increases to \$5.98 effective January 1, 2021; to \$6.31 effective January 1, 2022; to \$6.66 effective January 1, 2023; and to \$6.86 effective January 1, 2024.

¹⁸ Effective January 1, 2020. Increases to \$7.48 effective January 1, 2021; to \$7.89 effective January 1, 2022; to \$8.32 effective January 1, 2023; and to \$8.57 effective January 1, 2024.

¹⁹ Effective January 1, 2020. Increases to \$10.79 effective January 1, 2021; to \$11.38 effective January 1, 2022; to \$12.01 effective January 1, 2023; and to \$12.37 effective January 1, 2024.

²⁰ Effective January 1, 2020. Increases to \$1.19 effective January 1, 2021; to \$1.26 effective January 1, 2022; to \$1.33 effective January 1, 2023; and to \$1.37 effective January 1, 2024.

SECTION 2. The Town of Marana comprehensive fee schedule amended pursuant to Section 1 of this ordinance is hereby further amended by increasing the wastewater monthly service fee and wastewater volume charge for all Marana residential and non-residential wastewater utility customers effective January 1, 2020, January 1, 2021, January 1, 2022, January 1, 2023, and January 1, 2024, as follows (with additions shown by double underlining and deletions shown by ~~striketrough~~):

Fee/Description	Amount	Unit of Measure	Notes
UTILITIES			
Wastewater Monthly Service Fee— <u>Residential</u> (effective January 1, 2017)	\$12.63 <u>\$14.26²¹</u>	Per water meter	
<u>Wastewater Monthly Service Fee—Non-Residential</u>	<u>\$14.26²²</u>	<u>Per water meter</u>	
Wastewater Volume Charge— <u>Residential</u> (<u>Billed Monthly</u>) (effective January 1, 2017)	\$4.71 <u>\$4.59²³</u>	Per 1,000 gallons	<u>Based on average winter water use (winter quarterly average)</u>
<u>Wastewater Volume Charge—Non-Residential</u> (<u>Billed Monthly</u>)	<u>\$4.59²⁴</u>	<u>Per 1,000 gallons</u>	<u>Based on actual monthly billable water use</u>

SECTION 3. Fees set forth in the Town of Marana comprehensive fee schedule and not revised by this ordinance remain in effect and are unaffected by this ordinance.

²¹ Effective January 1, 2020. Increases to \$15.26 effective January 1, 2021; to \$16.02 effective January 1, 2022; to \$16.82 effective January 1, 2023; and to \$17.66 effective January 1, 2024.

²² Effective January 1, 2020. Increases to \$15.26 effective January 1, 2021; to \$16.02 effective January 1, 2022; to \$16.82 effective January 1, 2023; and to \$17.66 effective January 1, 2024.

²³ Effective January 1, 2020. Increases to \$4.91 effective January 1, 2021; to \$5.16 effective January 1, 2022; to \$5.42 effective January 1, 2023; and to \$5.69 effective January 1, 2024.

²⁴ Effective January 1, 2020. Increases to \$4.91 effective January 1, 2021; to \$5.16 effective January 1, 2022; to \$5.42 effective January 1, 2023; and to \$5.69 effective January 1, 2024.



Council-Regular Meeting

A2

Meeting Date: 10/15/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 15, 2019

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2019.022: Relating to Development; amending Marana Town Code Title 17 (Land Development) by revising section 17-6-14 (medical marijuana dispensary) to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit; and considering whether to create related exceptions to the limitation on the number of permitted medical marijuana dispensaries (Frank Cassidy)

Discussion:

A dispute has arisen between Town staff and the landowner of one of the two Marana medical marijuana dispensaries. The landowner contends that the landowner has legal rights under the conditional use permit (CUP) obtained for the property by the dispensary operator. Town staff contends that Marana Town Code section 17-6-14 (medical marijuana dispensary) as currently written provides for the issuance of a CUP to a dispensary operator and gives no rights under the CUP to the landowner. The landowner cites as support for its position the general CUP rules in Marana Town Code section 17-3-2 paragraph O, which provides that a CUP runs with the land. Town staff cites as support for its position the language of section 17-6-14, which is focused entirely on the dispensary operator.

Although Town staff does not believe that section 17-6-14 currently gives dispensary CUP rights to a property owner, Town staff supports the adoption of a text amendment that would give those rights to a property owner. To that end, Town staff has prepared two alternative text amendments to section 17-6-14 for Council's consideration.

Both alternative ordinances expressly leave a medical marijuana dispensary CUP in place for the property after a dispensary operator has moved or halted operation. The

CUP remains effective for the location until the landowner either (i) leases or sells the property to a new dispensary operator (who must submit the information required and comply with the regulations set forth in section 17-6-14) or (ii) loses the CUP. Marana Town Code section 17-3-2 paragraph K provides that a CUP generally expires upon discontinuance for a period of six months. Arizona case law requires that the discontinuance be the result of conduct attributable to the property owner, so the mere passage of six months may be insufficient to cause the CUP to expire. If the property owner ceases marketing the property for use as a medical marijuana dispensary for a period of six months or leases the property for some other use, the CUP would lapse.

The substantive difference in the two alternative ordinances involves the Town's cap on the number of medical marijuana dispensaries. Marana Town Code section 17-6-14 paragraph F currently provides:

The number of medical marijuana dispensaries permitted within the town limits of Marana shall be limited to two. The number of permitted medical marijuana dispensaries shall be increased by one for each Marana population increase of 50,000 over and above the official 2010 census figure for Marana.

The first alternative ordinance makes no change to this two-dispensaries cap. As a result, a dispensary operator who chooses to leave a current Marana location would be unable to apply for a CUP for a medical marijuana dispensary anywhere else in Marana unless and until one of the two dispensary CUPs expires. One could argue that the first alternative ordinance thereby gives a preference to the property owner over the dispensary operator.

The second alternative ordinance makes an exception to the two-dispensary cap for situations where a current Marana dispensary operator seeks a new medical marijuana dispensary CUP within Marana and leaves the previous dispensary location vacant. In this situation, the second alternative ordinance would allow the property owner to keep the dispensary CUP for the previous dispensary location and would allow the dispensary operator to seek a new CUP in Marana. This alternative removes any argument about preference to the property owner, but erodes the two-dispensary cap. Sequential closure and relocation of Marana medical marijuana dispensaries could result in many more than two medical marijuana dispensaries if the second alternative ordinance is adopted.

Staff Recommendation:

At its September 25, 2019 meeting, the Planning Commission unanimously recommended adoption of the first alternative ordinance, leaving the two-dispensary limitation in place.

Town staff recommends adoption of the first alternative ordinance, revising Marana Town Code section 17-6-14 to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit, but leaving in place the two-dispensary limitation.

Suggested Motion:

Option 1 (recommended): I move to adopt the first alternative Ordinance No. 2019.022, revising Marana Town Code section 17-6-14 to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit, but leaving in place the two-dispensary limitation.

Option 2: I move to adopt the second alternative Ordinance No. 2019.022, revising Marana Town Code section 17-6-14 to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit, and creating an exception to the two-dispensary limitation.

Attachments

Ordinance No. 2019.022

Ordinance No. 2019.022 2nd Alternative

MARANA ORDINANCE NO. 2019.022

RELATING TO DEVELOPMENT; AMENDING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT) BY REVISING SECTION 17-6-14 (MEDICAL MARIJUANA DISPENSARY) TO ADD NEW PARAGRAPHS G AND H, CLARIFYING THE RIGHTS OF A PROPERTY OWNER UNDER A MEDICAL MARIJUANA DISPENSARY CONDITIONAL USE PERMIT

WHEREAS a disagreement in the interpretation of Town Code section 17-6-14 (medical marijuana dispensary) has arisen between Town staff and the owner of a property where a medical marijuana dispensary is operating pursuant to a Town-issued conditional use permit; and

WHEREAS Town staff proposes to moot the disagreement with an ordinance amending Town Code section 17-6-14 to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit; and

WHEREAS the Town Council finds that adoption of this ordinance is in the best interests of the Town and its citizens.

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

SECTION 1. Marana Town Code Title 17 (Land Development) is hereby amended by revising section 17-6-14 (medical marijuana dispensary) to add new paragraphs G and H as follows:

- G. The medical marijuana dispensary operator and the owner of the property shall jointly share the rights and obligations of a medical marijuana dispensary conditional use permit issued under this section.
- H. If a medical marijuana dispensary ceases to operate at a property for which a conditional use permit has been issued under this section, the owner of the property shall have the right to lease or sell the property to another medical marijuana dispensary operator without the need for a new medical marijuana dispensary conditional use permit, subject to the following conditions and requirements:
 - 1. A new conditional use permit shall be required if the medical marijuana dispensary conditional use permit expires by operation of section 17-3-2 (conditional use permits) paragraph K (expiration upon discontinuance).

2. Before opening to the public, the new medical marijuana dispensary operator shall provide to the town the information and documentation set forth in subparagraphs 1 through 7 and 9 of paragraph B of this section.
3. The new medical marijuana dispensary operator shall obtain a new medical marijuana dispensary conditional use permit if the planning director determines that the floor plan provided as required by subparagraph 7 of paragraph B of this section is substantially different from the floor plan approved in the medical marijuana dispensary conditional use permit. For purposes of making this determination, the planning director shall disregard floor plan changes required by the state as a condition of the operator's state license.

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

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

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

SECTION 5. This ordinance shall be effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA ORDINANCE NO. 2019.022

RELATING TO DEVELOPMENT; AMENDING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT) BY REVISING SECTION 17-6-14 (MEDICAL MARIJUANA DISPENSARY) TO AMEND PARAGRAPH F AND ADD NEW PARAGRAPHS G AND H, CLARIFYING THE RIGHTS OF A PROPERTY OWNER UNDER A MEDICAL MARIJUANA DISPENSARY CONDITIONAL USE PERMIT AND CREATING RELATED EXCEPTIONS TO THE LIMITATION ON THE NUMBER OF PERMITTED MEDICAL MARIJUANA DISPENSARIES

WHEREAS a disagreement in the interpretation of Town Code section 17-6-14 (medical marijuana dispensary) has arisen between Town staff and the owner of a property where a medical marijuana dispensary is operating pursuant to a Town-issued conditional use permit; and

WHEREAS Town staff proposes to moot the disagreement with an ordinance amending Town Code section 17-6-14 to clarify the rights of a property owner under a medical marijuana dispensary conditional use permit; and

WHEREAS the Town Council finds that adoption of this ordinance is in the best interests of the Town and its citizens.

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

SECTION 1. Marana Town Code Title 17 (Land Development) is hereby amended by revising section 17-6-14 (medical marijuana dispensary) to amend paragraph F and add new paragraphs G and H as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

[Paragraphs A through E are unchanged.]

F. The number of medical marijuana dispensaries permitted within the town limits of Marana shall be limited to two.

1. The number of permitted medical marijuana dispensaries shall be increased by one for each Marana population increase of 50,000 over and above the official 2010 census figure for Marana.

2. A medical marijuana dispensary operating in the town limits pursuant to a conditional use permit issued under this section may apply for a conditional use permit for a different location in the town limits without violating the limitation on dispensaries set forth in this paragraph F.

3. A new medical marijuana dispensary conditional use permit issued pursuant to paragraph H.3 below is not subject to the limitation on dispensaries set forth in this paragraph F so long as the property owner's medical marijuana dispensary conditional use permit has not yet expired by operation of section 17-3-2 (conditional use permits) paragraph K (expiration upon discontinuance).

G. The medical marijuana dispensary operator and the owner of the property shall jointly share the rights and obligations of a medical marijuana dispensary conditional use permit issued under this section.

H. If a medical marijuana dispensary ceases to operate at a property for which a conditional use permit has been issued under this section, the owner of the property shall have the right to lease or sell the property to another medical marijuana dispensary operator without the need for a new medical marijuana dispensary conditional use permit, subject to the following conditions and requirements:

1. A new conditional use permit shall be required if the medical marijuana dispensary conditional use permit expires by operation of section 17-3-2 (conditional use permits) paragraph K (expiration upon discontinuance).

2. Before opening to the public, the new medical marijuana dispensary operator shall provide to the town the information and documentation set forth in subparagraphs 1 through 7 and 9 of paragraph B of this section.

3. The new medical marijuana dispensary operator shall obtain a new medical marijuana dispensary conditional use permit if the planning director determines that the floor plan provided as required by subparagraph 7 of paragraph B of this section is substantially different from the floor plan approved in the medical marijuana dispensary conditional use permit. For purposes of making this determination, the planning director shall disregard floor plan changes required by the state as a condition of the operator's state license.

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

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

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

SECTION 5. This ordinance shall be effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

D1

Meeting Date: 10/15/2019

To: Mayor and Council

From: Heath Vescovi-Chiordi, Assistant to the Town Manager

Date: October 15, 2019

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

Principal Statement: We will seek and retain diverse industries and commerce.

Initiative 2: Research, evaluate, and implement Economic Development tools and strategies to support business development and expansion.

Subject: Ordinance No. 2019.023: Relating to Finance; exempting the Sol Dog Lodge development project from certain Town of Marana development and building fees in an amount up to \$30,000 (Heath Vescovi-Chiordi)

Discussion:

AGR Foundation, Inc. DBA Sol Dog Lodge is a 501 (c) (3) non-profit organization dedicated to the space where human services and animal welfare intersect. The Lodge offers programs and services that promote the human and dog bond to benefit people, dogs, and the community as a whole. Currently in development is a new multi-building, multi-phase campus to be built at the Tangerine Business Park, located on Tangerine Road east of the I10. This new campus will feature approximately 18,000 square feet of new building space, and significantly expand services and programs to benefit both humans and dogs within the Marana Community.

In addition to serving the Marana community as a whole through these services, there exist many opportunities for formal partnership between Sol Dog Lodge and the Town of Marana. With this new campus, the Town will be able to explore agreements between Sol Dog Lodge and Marana Animal Services for the provision of boarding, kenneling, medical, animal training, community space, foster, and many other services related to animal care and control.

The new campus will also allow for the exploration of an agreement between Sol Dog

Lodge and the Town of Marana Police Department and Marana Animal Services to have 24/7 access to newly constructed kennel isolation space for animals that come in after hours or during an emergency situation. Furthermore, the campus will allow for the use of office and conference room space in its boarding facility for both Marana Animal Services and Marana Police Department.

Additionally, dog owners experiencing emergency situations such as domestic violence, sudden medical or behavioral health issues, or those being admitted to senior living or hospice facilities will benefit from the services Sol Dog Lodge will provide.

There are several additional opportunities for official partnership between Sol Dog Lodge and the Town of Marana, ranging from Animal Services and Police Department operations, to community outreach and training exercises. Sol Dog Lodge has actively been pursuing avenues of reducing costs associated with development of the new facility, and has approached the Town with the hope that the Town can support this project by waiving all review, permitting, and inspection fees contributed to our Development Services Departments. Staff is requesting authorization from the Town Council to waive up to \$30,000 of internal Town fees that are associated with plan review, permitting, and inspection. Sol Dog Lodge would still be responsible for paying fees that are paid into or out of a Town enterprise fund, as those funds are defined in the Town's legally adopted budget, and any and all development impact fees adopted by the Town.

Financial Impact:

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

This request would authorize the waiving of up to \$30,000 for internal review, permitting, and inspection fees associated with multiple phases of construction of this new development.

Staff Recommendation:

Staff recommends approval of Ordinance No. 2019.023.

Suggested Motion:

I move to adopt Ordinance No. 2019.023, exempting the Sol Dog Lodge development from certain Town of Marana development and building fees in an amount up to \$30,000.

Attachments

Ordinance No. 2019.023

MARANA ORDINANCE NO. 2019.023

RELATING TO FINANCE; EXEMPTING THE SOL DOG LODGE DEVELOPMENT PROJECT FROM CERTAIN TOWN OF MARANA DEVELOPMENT AND BUILDING FEES IN AN AMOUNT UP TO \$30,000

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

WHEREAS the Town Council has adopted a comprehensive fee schedule for the Town which includes various fees that apply to development and building projects within the Town; and

WHEREAS AGR Foundation, Inc. DBA Sol Dog Lodge is a 501 (c) (3) non-profit organization dedicated to the space where human services and animal welfare intersect; and

WHEREAS Sol Dog Lodge is currently in development on a new multi-building, multi-phase campus to be built at the Tangerine Business Park, located on Tangerine Road east of the I10 (the "Sol Dog Lodge Development Project"); and

WHEREAS the Sol Dog Lodge Development Project will feature approximately 18,000 square feet of new building space, and significantly expand services and programs to benefit both humans and dogs within the Marana community; and

WHEREAS the Town Council finds that exempting the Sol Dog Lodge Development Project from certain Town of Marana fees as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Except as set forth otherwise herein, the Sol Dog Lodge Development Project is hereby exempted from any and all applicable Town of Marana fees included in the Town's comprehensive fee schedule as adopted by the Town Council and amended from time to time, in an amount up to \$30,000. Notwithstanding the waiver of these fees, the Sol Dog Lodge Development Project shall still be required to go through the Town's normal review and permitting process.

SECTION 2. The exemption set forth in section 1 of this ordinance shall not apply to the following:

- A. Fees that are paid into or out of a Town enterprise fund, as those funds are defined in the Town's legally adopted budget.
- B. Any and all development impact fees adopted by the Town.

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance is administrative, and shall be effective immediately.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of October, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

D2

Meeting Date: 10/15/2019

To: Mayor and Council

Submitted For: Scott Schladweiler, Water Director

From: Amanda Jones, Water Business Coordinator

Date: October 15, 2019

Strategic Plan Focus Area:
Commerce

Subject: Relating to Utilities; presentation, discussion and possible direction regarding proposed changes to the Town of Marana comprehensive fee schedule to add or increase fees for water and water reclamation services (Scott Schladweiler)

Discussion:

The Town of Marana engaged Raftelis in the fall of 2018 to provide consulting services to conduct a rate and fee analysis for Town water and water reclamation services to assure rates and fees are meeting cost of service needs. In anticipation of the Raftelis rate and fee analysis, the Water Department did not participate in the last annual Town comprehensive fee schedule review, which resulted in fee amendments in mid-2019.

The rate portion of the plan developed with Raftelis was presented to council on June 18, 2019, and there is a separate item on tonight's agenda to adopt new water and water reclamation rates. This agenda item is strictly to discuss the water and water reclamation fees for service. In analyzing these fees, Marana Water staff provided the level of effort for each task (i.e. amount of time required) using a tool provided by Raftelis for each of the fees. The spreadsheet calculated total direct and indirect costs for each fee. The proposed changes are based on this review process.

This evening staff is only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on December 17, 2019.

Pursuant to A.R.S. Section 9-499.15, the Town will properly post notice of possible

changes to the comprehensive fee schedule. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days before the meeting is scheduled to consider approving the new fees and/or fee increases.

Financial Impact:

Fiscal Year: FY2020

Budgeted Y/N: Yes

Amount: \$N/A

The proposed changes to the fees are not expected to have a significant impact to the financial operation of the Water Department.

Staff Recommendation:

Staff recommends that Council direct staff to bring the proposed fee schedule revisions back to the Council for approval on December 17, 2019.

Suggested Motion:

I move to direct staff to bring the proposed fee schedule revisions back to the Council for approval on December 17, 2019.

Attachments

Schedule of Proposed Water and Water Reclamation Fees

TOWN OF MARANA
FY2020 SCHEDULE OF PROPOSED CHANGES TO COMPREHENSIVE FEE SCHEDULE
DEPARTMENT: **Water & Water Reclamation**

Proposed Action	Location	Fee Description	Current Unit of Meas	Proposed Unit of Meas	Current Amoun	Proposed Amoun	Notes	Basis for Change
Add new fee	PUBLIC SERVICES Water	Annual Backflow Tester Fee	-	per backflow tester	-	\$30.00	Applies to vendors wishing to test backflow prevention devices in the Marana Water service area. Assessed annually.	To recover the administrative costs for the management of the software, annual database management, and staff time to meet state requirements for backflow testing.
Decrease existing fee	PUBLIC SERVICES Water	Trip Charge	per operator trip to customer location	per operator trip to customer location	\$52.50	\$40.00		After cost of service review, it was determined the fee could be reduced recover the cost of service
Decrease existing fee	PUBLIC SERVICES Water	Potable Water Disconnect Fee	per disconnect	per disconnect	\$52.50	\$40.00	Applied to customers who fail to keep account current within specific time frames.	Updated to reflect the new cost of service associated with a Trip Charge
Decrease existing fee	PUBLIC SERVICES Water	Potable Water Reconnect Fee	per reconnect	per reconnect	\$52.50	\$40.00	For customers who desire to have potable water turned back on after a disconnection of service. Same conditions apply as with New Service Establishment Fee but no discounts will be applied.	Updated to reflect the new cost of service associated with a Trip Charge
Increase existing fee	PUBLIC SERVICES Water	Customer Requested Meter Re-Read	per re-read	per re-read	\$35.00	\$40.00	Fee is refundable if meter is found to be inaccurate, defined as an error of greater than 3%	Updated to reflect the new cost of service associated with a Trip Charge
Increase existing fee	PUBLIC SERVICES Water	General Service Inspection	per hour	per operator trip to customer location	\$35.00	\$40.00	For miscellaneous inspection services and related work	Updated to reflect the new cost of service associated with a Trip Charge
Decrease existing fee	PUBLIC SERVICES Water	Non-potable Disconnect Fee	per disconnect	per disconnect	\$52.50	\$40.00	Applied to customers who fail to keep compliance with the backflow prevention requirements	Updated to reflect the new cost of service associated with a Trip Charge
Decrease existing fee	PUBLIC SERVICES Water	Non-potable reconnect fee	per reconnect	per reconnect	\$52.50	\$40.00	For customers who desire to have potable water turned back on after disconnection for backflow non-compliance. Customer must have scheduled test. Same conditions apply as with New Service Establishment Fee but no discounts will be applied.	Updated to reflect the new cost of service associated with a Trip Charge

TOWN OF MARANA
FY2020 SCHEDULE OF PROPOSED CHANGES TO COMPREHENSIVE FEE SCHEDULE
DEPARTMENT: Water & Water Reclamation

Proposed Action	Location	Fee Description	Current Unit of Meas	Proposed Unit of Meas	Current Amount	Proposed Amount	Notes	Basis for Change
Decrease existing fee	PUBLIC SERVICES Water	New Service Establishment Fee	per customer	per customer			Applies to new accounts established between the hours of 9:00AM and 4:00PM, Monday through Friday, with 24 hours notice. Does not apply to holidays. \$10.00 discount provided where customer is an existing Marana Water customer; \$10.00 discount provided where customer is an active member of the military. Customer must show valid military ID at the time of application.	Updated to reflect cost of service associated with New Service Establishment
					\$90.00	\$60.00		
Decrease existing fee	PUBLIC SERVICES Water	Same Day New Service Establishment fee	per customer	per customer			For customers who want water service transferred on the same day they contact Marana Water. \$10.00 discount provided where customer is an existing Marana Water customer; \$10.00 discount provided where customer is an active member of the military. Customer must show valid military ID at the time of application.	Updated to reflect revised fees for New Service Establishment Fee and Trip Charge
					\$142.50	\$100.00		
Increase existing fee	PUBLIC SERVICES Water	Hydrant Meter Refundable Deposit	per hydrant	per hydrant			Fee is refundable if equipment is not damaged or stolen	Updated to include new equipment and services provided to the applicant (backflow prevention device, backflow test, stand, chain, etc.) in order to be sure we recover the costs if the meter is damaged or stolen.
					\$1,300.00	\$1,880.00		
Increase existing fee	PUBLIC SERVICES Water	Water Hydraulic Modeling Review	per submittal	per submittal			Fees may be higher depending on the size of the development and time needed to review. Fee is the greater of \$1800 or the pass through of consultant costs	Updated to reflect the increases the department is seeing from our consultant in order to eliminate going back to the applicant multiple times during one project. Will still remain a pass through for the full cost
					\$1,500.00	\$1,800.00		
Eliminate existing fee	PUBLIC SERVICES Water	Review of existing CCTV video for sewer conneciton locations	per review	-				removal due to no use
					\$88.00	-		
Eliminate existing fee	PUBLIC SERVICES Water	Acquire CCTV video for connection location	per review	-				removal due to no use
					\$404.00	-		
		1						