



AMENDED 12/16/2019 11:15 AM

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 17, 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 December 17, 2019, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public

Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

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

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

- P1 Proclamation honoring the dedicated service of Daniel Sample, retiring Marana Motor Officer, for his 31 years of service to the Marana Community (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2019-121: Relating to Development; approving a release of assurances for Gladden Farms Blocks 40 & 41 Lots 1 through 119 and accepting public improvements for maintenance (Keith Brann)
- C2 Resolution No. 2019-122: Relating to Development; approving and authorizing the Mayor to sign the Fourth Amendment to the Gladden Farms II Development Agreement (Frank Cassidy)
- C3 Resolution No. 2019-123: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements (#170422-02 and #170422-03) with the Arizona Department of Homeland Security for purposes of receiving reallocated funds under the FFY2017 Operation Stonegarden Grant Program (Kristin Taft)
- C4 Approval of Summary Minutes of the December 3, 2019 Regular Council Meeting, and December 3, 2019 Special Council Meeting (Cherry Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2019.024: Relating to Development; amending Marana Town Code Title 17 (Land Development) by revising Section 17-6-14 (medical marijuana dispensary) to extend the permissible hours of operation for medical marijuana dispensaries from the current hours of 7:00 a.m. to 7:00 p.m. to 7:00 a.m. to 10:00 p.m. (Cynthia Ross)
- A2 Resolution No. 2019-124: Relating to Parks and Recreation; approving and authorizing the Mayor to sign an intergovernmental agreement between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project (Frank Cassidy)
- A3 Resolution No. 2019-126: *Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a Lease Agreement with The Boeing Company for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)*

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Resolution No. 2019-125: Relating to Intergovernmental Relations; adopting a 2020 Town of Marana Legislative Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Heath Vescovi-Chiordi)
- D2 ~~Relating to Development: Discussion of required contents of the Villages of Tortolita Community Facilities District formation application (Yiannis Kalaitzidis)~~
- D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

EXECUTIVE SESSIONS

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

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 *Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion of Town Council and Town Manager relationship.*

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: 12/17/2019

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: December 17, 2019

Subject: Proclamation honoring the dedicated service of Daniel Sample, retiring Marana Motor Officer, for his 31 years of service to the Marana Community (Cherry L. Lawson)

Attachments

Daniel Sample Proclamation



PROCLAMATION

Honoring Daniel Sample Marana Motor Officer

WHEREAS, Daniel (Dan) Sample graduated from the Pima County Reserve Officer Academy in June 1988, hired as a Reserve Officer in October 1987 until November 1988, and later hired as a full-time Officer; and

WHEREAS, during his career, Dan Sample served in various roles within the Marana Police Department including: a Detective in MANTIS, the HITDA Drug Task Force; a Detective in the AZ GITEM, the DPS Gang Task Force; a Motor Officer, Motor Instructor, Field Training Officer, and was instrumental in the development of the Pima County Regional Motor Academy; and

WHEREAS, in 2003, Dan served in the Marana Police Department's only mounted horse unit, graduating in October 2003 from the Basic Mounted Police School in Scottsdale, AZ; and

WHEREAS, Dan was instrumental in the department's involvement in the Special Olympics Law Enforcement Torch Run helping to plan the Annual Team Roping events that raised thousands of dollars; and

WHEREAS, Officer Dan Sample retires as a Marana Motor Officer on December 20, 2019, and will continue spending time enjoying his children: Cameron, Conner, and Kyra as well as his friends. He will continue riding and taking care of his horses and spending time at his property in the White Mountains.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the Town of Marana commend and thank "**Officer Daniel Sample**" for his 31 years of service to the Marana community and encourage citizens to join them in congratulating him on his retirement.

Dated this 17th day of December, 2019.

ATTEST:

Cherry L. Lawson, Town Clerk



Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 12/17/2019

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: December 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-121: Relating to Development; approving a release of assurances for Gladden Farms Blocks 40 & 41 Lots 1 through 119 and accepting public improvements for maintenance (Keith Brann)

Discussion:

Gladden Farms Block 40/41 is a 24 acre subdivision located north of Tangerine Farms Road and south of Moore Road, containing Lots 1-119, common areas: "A-1" through "A-11", "B-1" through "B-3", and is recorded at the Pima County Recorder's Office at Sequence Number 20190530029.

The Town has an assurance agreement assuring the completion of public improvements. The subdivider has completed the public improvements including paved streets, a sanitary sewer conveyance system with an estimated value of \$396,722.00, and a potable water system with an estimated value of \$376,064.00, acceptable to Town standards in accordance with the assurance agreement.

Staff Recommendation:

Staff recommends the adoption of the Resolution No. 2019-121.

Suggested Motion:

I move to adopt Resolution No, 2019-121 approving the release of assurances for Gladden Farms Block 40/41 and accepting public improvements for maintenance.

Attachments

Resolution No. 2019-121

Location Map

MARANA RESOLUTION NO. 2019-121

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR GLADDEN FARMS BLOCKS 40 & 41 LOTS 1 THROUGH 119 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Gladden Farms Blocks 40 & 41 Lots 1–119, Common Areas "A-1"–"A-11", "B-1"–"B-3"' ("Gladden Farms 40 & 41") was recorded in the Pima County Recorder's office on 22 February 2019 at Sequence 20190530029; and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with Meritage Homes of Arizona, Inc. (the "Subdivider") and Title Security Agency of Arizona, LLC, under Trust No. 201820-T, recorded in the Pima County Recorder's office on 22 February 2019 at Sequence 20190530032, assuring the completion of public improvements for Gladden Farms 40 & 41; and

WHEREAS the Subdivider has completed the public improvements for Gladden Farms 40 & 41 acceptable to Town standards in accordance with the Assurance Agreement.

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

Section 1. The Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.83 miles of the following paved streets as shown on the plat of Gladden Farms 40 & 41:

- Browns Drive
- Chestnut Street
- Filbert Street
- Geary Avenue
- Grassland Avenue
- Hayward Drive
- O'Farrell Avenue
- Sutter Drive

Section 3. The Town accepts for maintenance the potable water system serving Gladden Farms 40 & 41, consisting of approximately 4,146 linear feet of potable water

line, water meters, valves, fire hydrants and appurtenances with an estimated value of \$376,064.

Section 4. The Town accepts for maintenance the sanitary sewer system serving Gladden Farms 40 & 41, consisting of approximately 4,018 linear feet of conveyance system and appurtenances with an estimated value of \$396,722.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of December, 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.

BASIS OF ELEVATION

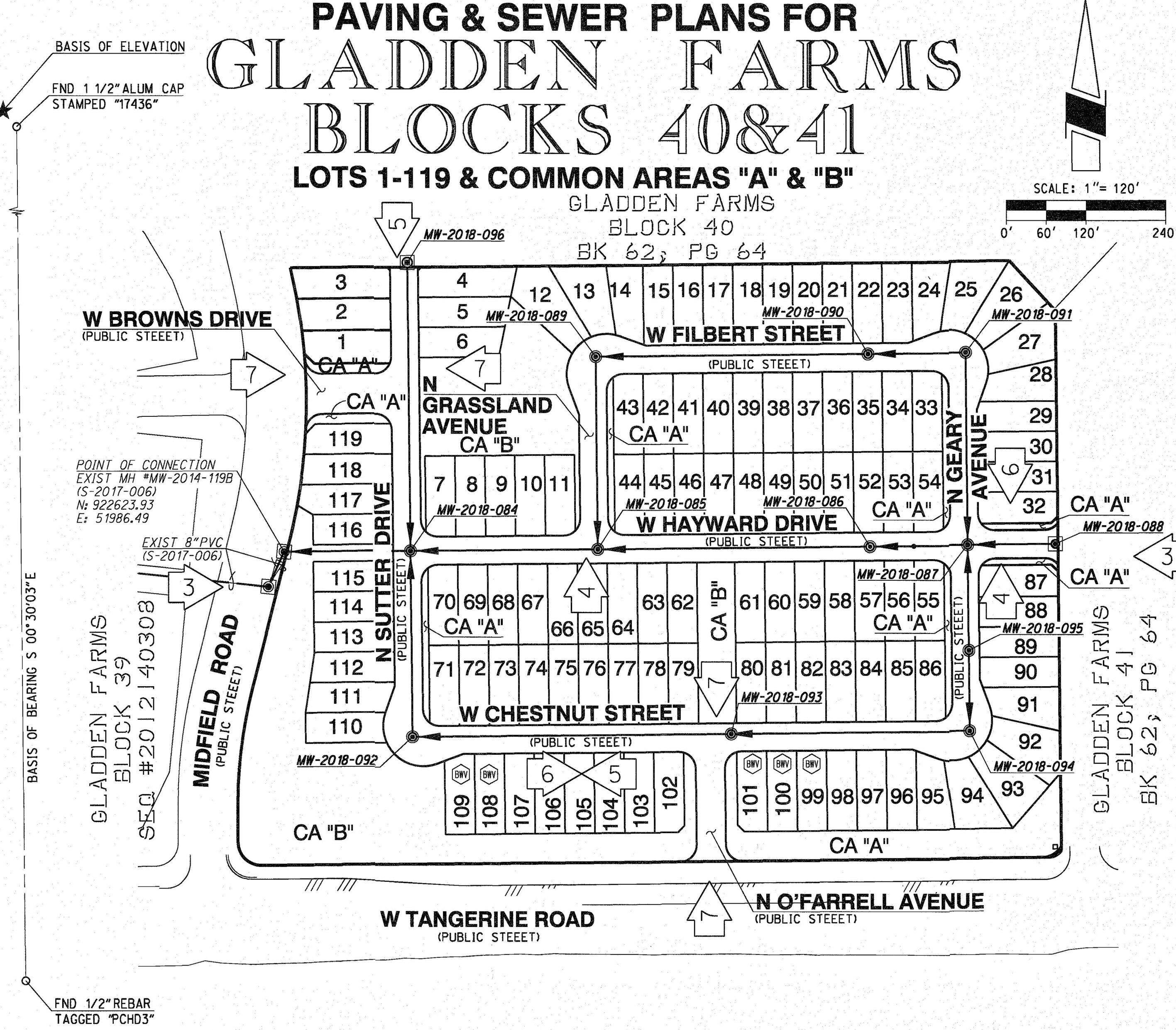
PIMA COUNTY OPUS CONTROL POINT 11S11E.17. A "4" ON THE SOUTHEAST CORNER OF A CONCRETE BOX W/ GRATE. 41' +/- NORTHWEST OF THE WEST QUARTER CORNER SECTION 35 AND 16' +/- SOUTH OF THE SOUTHEAST CORNER OF A WELL SITE. ELEVATION = 2011.61 (NAVD 88)

PAVING NOTES

- THE DESIGN SPEED FOR THESE STREETS IS 25 MPH. THE DESIGN VEHICLE IS WB-40.
- ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
- AGGREGATE BASE COURSE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 303, UNLESS OTHERWISE SPECIFIED.
- ASPHALTIC CONCRETE SHALL CONFORM TO PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 406, MIX #2, UNLESS OTHERWISE SPECIFIED.
- ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
- ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
- ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND ACCEPTED BY THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
- AN ACCEPTED COPY OF THIS PLAN SHALL BE KEPT AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
- IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND HE SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER FOR THE TOWN OF MARANA.
- UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
- ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
- UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.
- A REGISTERED ENGINEER (OR LAND SURVEYOR) MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
- IF ANY HUMAN REMAINS OF FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S. § 41-865.
- DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
- FOR COMPLIANCE WITH THE FEDERAL MIGRATORY BIRD TREATY ACT OF 1918 AND STATE LAW TITLE 17-101 AND 17-235, IF GRADING CREWS FIND A BURROWING OWL DURING GROUND DISTURBING ACTIVITIES, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENT AT (520) 628-5376. THEY WILL COME OUT AND RELOCATE THE BIRD(S) OFF SITE.
- GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE THE MILITS SHOWN ON THESE PLANS.

FOR GENERAL NOTES SEE SHEET 2

FOR SEWER NOTES SEE SHEET 8



QUANTITIES TABLE

8" SEWER MAIN	4,115	LF
4" MANHOLE	11	EA
5" MANHOLE	2	EA

* QUANTITIES FOR ESTIMATION ONLY. CONTRACTOR TO PERFORM HIS/HER OWN TAKEOFF QUANTITIES*

SHEET INDEX

- COVER SHEET
- ANNOTATION AND NOTES
- PAVING AND SEWER PLANS
- HCS DATA, SEWER DETAILS AND SEWER NOTES
- PAVING DETAILS
- SIGNING AND STRIPING PLANS
- SIGNING AND STRIPING NOTES & DETAILS
- MARANA GENERAL NOTES AND STANDARD DETAILS

ACCEPTED

BY: *[Signature]* P.E. 10-5-18
TOWN OF MARANA, DEVELOPMENT ENGINEER/TOWN ENGINEER DATE

BY: *[Signature]* A.I.C.P. 10-5-18
TOWN OF MARANA, PLANNING DIRECTOR DATE

BY: *[Signature]* 10-10-18
MARANA WATER DIRECTOR DATE

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "AS-BUILT ANNOTATIONS" PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR

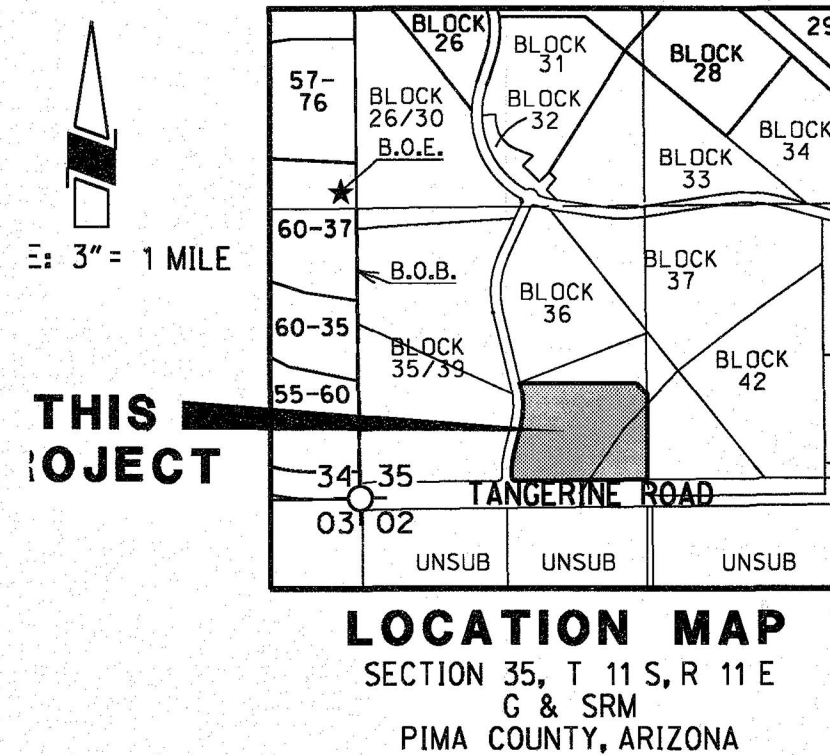
REGISTRATION NUMBER EXPIRES



EXHIBIT A



Approved 10/16/2018





Council-Regular Meeting

C2

Meeting Date: 12/17/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: December 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-122: Relating to Development; approving and authorizing the Mayor to sign the Fourth Amendment to the Gladden Farms II Development Agreement (Frank Cassidy)

Discussion:

The Developer of Gladden Farms II is required to begin building the "Public Park Improvements" -- two soccer fields and other related community park improvements -- no later than December 2020 or before the issuance of the 400th building permit in Gladden Farms II. These obligations are spelled out in the second and third amendments to the Gladden Farms II Development Agreement, entered into between the Town and the Developer in August and October 2018, respectively. Sales within Gladden Farms II to date have tied up all 400 building permits allowed before construction of the Public Park Improvements begins.

The Developer is working with the Marana Parks and Recreation Department to finalize the plans for the Public Park Improvements, and anticipates that construction will begin by August 2020. In the meantime, the Developer has the sale of an additional 320 lots pending in Gladden Farms II, and can proceed with the sale of those lots if the Town will accept a performance bond as security for the Public Park Improvements construction obligation in place of the building permit restriction.

The Developer's obligation to timely begin and complete construction of the Public Park Improvements will be secured by a performance bond under the terms of the Fourth Amendment to the Gladden Farms II Development Agreement (GFII DA 4th Amendment) presented for Council consideration. As construction proceeds and less work remains to be completed, the principal amount of the bond can be reduced with the Town Engineer's approval to an amount sufficient to cover the then-remaining work plus a 15% contingency.

If approved, the GFII DA 4th Amendment will also begin crediting the Developer for Parks development impact fees (Parks DIFs) when the performance bond is submitted. As builders apply for permits in Gladden Farms II, credits will be given for the full Parks DIF (currently \$2,461 per home) until the full cost of the Public Park Improvements has been credited to lots within Gladden Farms II. Parks DIFs will then begin to be collected on remaining lots in Gladden Farms II unless other creditable construction has by that time been completed.

Financial Impact:

The GFII DA 4th Amendment will not change the total amount of Parks DIF credits, but will start the credits earlier -- upon posting the performance bond instead of upon completion of the Public Park Improvements. It will also allow the continued sale and development of lots in Gladden Farms II, resulting in continued construction sales tax revenues.

Rejection of the GFII DA 4th Amendment would delay further lot sales until construction of the Public Park Improvements begins in August 2020 (estimated). This delay would likely slow development in Gladden Farms II and reduce construction sales tax revenues generated by Gladden Farms II.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-122, approving and authorizing the Mayor to sign the Fourth Amendment to the Gladden Farms II Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-122, approving and authorizing the Mayor to sign the Fourth Amendment to the Gladden Farms II Development Agreement.

Attachments

Resolution No. 2019-122
GFIIDA 4th Amendment

MARANA RESOLUTION NO. 2019-122

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE FOURTH AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT

WHEREAS GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC (collectively the “Developers”) are the current master developers of the Gladden Farms II development project; and

WHEREAS the Town and the Developers’ predecessor in interest entered into the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594) (the “Original Agreement”); and

WHEREAS the Town and the Developers’ predecessor in interest entered into the First Amendment to the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on December 21, 2006, at Docket 12956, Page 1633 (Sequence 20062450467) (the “GFII DA 1st Amendment”), amending the Original Agreement; and

WHEREAS the Town and the Developers entered into the Second Amendment to the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on August 8, 2018, at Sequence 20182200093 (the “GFII DA 2nd Amendment”), further amending the Original Agreement and the GFII DA 1st Amendment; and

WHEREAS the Town and the Developers entered into the Third Amendment to the Gladden Farms II Development Agreement recorded in the Pima County Recorder’s office on October 19, 2018, at Sequence 20182920055 (the “GFII DA 3rd Amendment”), further amending the Original Agreement, the GFII DA 1st Amendment, and the GFII DA 2nd Amendment; and

WHEREAS the GFII DA 2nd Amendment as amended by the GFII DA 3rd Amendment secures the construction of certain Public Park Improvements with restrictions on the issuance of residential building permits; and

WHEREAS the Town and the Developers desire to allow restrictions on residential building permits to be replaced with the posting of a Performance Bond for completion of the Public Park Improvements; and

WHEREAS the Town and the Developers desire to memorialize the administration of credits against the Town's Parks and Recreation Facilities Development Impact Fee associated with the construction of the Public Park Improvements; and

WHEREAS the Mayor and Council find that entering into the Fourth Amendment to the Gladden Farms II Development Agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Fourth Amendment to the Gladden Farms II Development Agreement between the Town of Marana and the Developers in substantially the form included with the agenda backup material accompanying this resolution is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out its terms, obligations, and objectives.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of December, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

FOURTH AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS FOURTH AMENDMENT TO THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ("this Fourth Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, GLADDEN PHASE II, LLC, a Delaware limited liability company, and GLADDEN PHASE II DEV, LLC, a Delaware limited liability company. GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC are together referred to as the "Developer." The Town and the Developer are collectively referred to in this Fourth Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The development project commonly known as Gladden Farms II and referred to in this Fourth Amendment as "Gladden II" consists of the land area included within the Gladden Farms II Specific Plan.

B. The Gladden Farms II Specific Plan was established by the March 7, 2006 adoption of Marana Ordinance No. 2006.03, recorded in the Pima County Recorder's office on March 10, 2006 at Docket 12758, Page 2240 (Sequence 20060470590).

C. The Gladden Farms II Specific Plan was amended by the December 19, 2006 adoption of Marana Ordinance No. 2006.35, recorded in the Pima County Recorder's office on December 21, 2006 at Docket 12956, Page 1622 (Sequence 20062450465).

D. The Gladden Farms II Specific Plan was further amended by the March 6, 2018 adoption of Marana Ordinance No. 2018.006, recorded in the Pima County Recorder's office on March 9, 2018 at Sequence 20180680060.

E. The original developer of Gladden II was FC/M GLADDEN II, L.L.C., an Arizona limited liability company, whose interests in Gladden II were sold to the Developer in 2013.

F. The Developer owns most of the remaining undeveloped land in Gladden II.

G. The Parties acknowledge the following agreements, referred to in this Fourth Amendment as the "Prior Agreements," affecting the development of all or portions of Gladden II, some terms of which are modified or clarified by this Fourth Amendment with respect to portions of Gladden II owned by the Developer as of the date of this Fourth Amendment:

i) The “Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on March 10, 2006, at Docket 12758, Page 2249 (Sequence 20060470594) (the “Original GFII DA”).

ii) The “First Amendment to the Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on December 21, 2006, at Docket 12956, Page 1633 (Sequence 20062450467) (the “GFII DA 1st Amendment”).

iii) The “Development Agreement Regarding Development Impact Fee Credits for Gladden Farms II” recorded in the Pima County Recorder’s office on November 9, 2012, at Sequence 20123140233 (the “GFII DIF DA”).

iv) The “Second Amendment to the Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on August 8, 2018, at Sequence 20182200093) (the “GFII DA 2nd Amendment”).

v) The “Third Amendment to the Gladden Farms II Development Agreement” recorded in the Pima County Recorder’s office on October 19, 2018, at Sequence 20182920055) (the “GFII DA 3rd Amendment”).

H. Title to the portions of Gladden II owned by the Developer as of the date of this Fourth Amendment is held by FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423, whose sole beneficiaries are GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the “Developer” under the Prior Agreements as amended by this Fourth Amendment.

I. The term “Public Park Improvements” is defined in paragraph 2 (“Community park improvements”), subparagraph a (“Description of improvements”) of the GFII DA 2nd Amendment, and includes two full-size soccer fields, field lighting, a restroom, driveway and parking facilities, parking lot lighting, benches, park furnishings, landscaping, and asphalt pathways as conceptually shown on Exhibit A attached to the GFII DA 2nd Amendment.

J. The GFII DA 3rd Amendment includes paragraph 2 (“Community park improvements”), subparagraph a (“Description of improvements”), subparagraph ii (“Timing of construction”), which provides for building permits to be withheld if construction of the Public Park Improvements is not timely begun or completed.

K. To accommodate continued sale of lots and in recognition of the impending construction of the Public Park Improvements, the Parties desire to allow the posting of the Performance Bond to secure construction of the Public Park Improvements, in place of withholding permits.

L. The GFII DA 2nd Amendment includes paragraph 2 (“Community park improvements”), subparagraph b (“Park development impact fees”), which states that the Town will provide credit against the Town’s Parks and Recreation Facilities Development Impact Fee (the “Parks DIF”) not later than the Developer’s completion of the Public Park Improvements.

M. Upon the Developer's posting of the Performance Bond, completion of the Public Park Improvements is guaranteed, making it appropriate to begin providing credit against the Parks DIF.

N. The Parties understand and acknowledge that this Fourth Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes section (A.R.S. §) 9-500.05.

O. This Fourth Amendment is consistent with the portions of the Town's General Plan applicable to Gladden II.

AGREEMENT

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

1. *The Developer's representation of ownership.* By entering into this Fourth Amendment, GLADDEN PHASE II, LLC and GLADDEN PHASE II DEV, LLC, who together are the "Developer" under the Prior Agreements as amended by this Fourth Amendment, represent that they are the sole beneficiaries of and are entitled to enter this Fourth Amendment on behalf of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,423.

2. *Cost of the Public Park Improvements.* The Parties currently anticipate and estimate that the cost of the Public Park Improvements will be \$2,111,408. After construction of the Public Park Improvements is completed and the Public Park Improvements are accepted for maintenance by the Town, the Marana Town Engineer shall determine the actual final cost of the Public Park Improvements (the "Public Park Improvements Final Cost") based on the construction cost records, and shall notify the Developer in writing of the amount of the Public Park Improvements Final Cost.

3. *The Performance Bond.* The "Performance Bond" as that term is used in this Fourth Amendment shall mean a performance bond payable to the Town of Marana in the principal amount of at least \$2,428,119.20 (the currently estimated cost of the Public Park Improvements plus a 15% contingency), executed by a surety company holding a certificate of authority to transact surety business in Arizona issued by the director of the Arizona Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1, and having a term that extends until the Performance Bond is released in writing by the Marana Town Engineer. The Performance Bond may not be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied. The principal amount of the Performance Bond may be reduced as construction of the Public Park Improvements is completed. The Developer shall submit a request for reduction of the principal amount of the Performance Bond no more often than every three months. To do so, the Developer shall submit to the Town Engineer a detailed description and cost estimate of the work already completed and to be completed on the Public Park Improvements, together with proof of payment of contractors, subcontractors, and material suppliers in a form reasonably acceptable to the

Town Engineer. The Town Engineer shall revise the principal amount of the Performance Bond based on the Town Engineer's reasonable determination of the cost of the remaining work (relying on the information provided by the Developer and on any other reliable information) plus a 15% contingency. Upon the Town Engineer's receipt of the original reduced Performance Bond, the previous original Performance Bond shall be returned to the Developer.

4. *Substitution of security for the Public Park Improvements.* Effective upon the Developer's delivery to the Marana Town Attorney of the Performance Bond conforming to the requirements of paragraph 3 of this Fourth Amendment, paragraph 2 ("Community park improvements"), subparagraph a ("Description of improvements"), subparagraph ii ("Timing of construction") of the GFII DA 3rd Amendment is replaced by the following:

ii. *Timing of construction.* The Developer shall begin construction of the Public Park Improvements no later than December 10, 2020, and shall complete construction of the Public Park Improvements by December 10, 2021. Upon the Developer's default of any of its obligations under this subparagraph, the Town shall have all remedies available to it by law to require construction and completion of the Public Park Improvements by the Developer or the Developer's surety under the Performance Bond.

5. *Parks DIF credit.* Effective upon the Developer's delivery to the Marana Town Attorney of the Performance Bond conforming to the requirements of paragraph 3 of this Fourth Amendment, the Town shall begin crediting the full Parks DIF (currently \$2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014. 012 and 2017. 029) against all building permit applications within Gladden II (whether located on lots owned by the Developer or on lots owned by others) until the cumulative Parks DIF credits equal the Public Park Improvements Final Cost.

6. *Term.* This Fourth Amendment shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Fourth Amendment. Unless sooner terminated by the mutual consent of the Parties, this Fourth Amendment shall automatically terminate and shall thereafter be void for all purposes on June 30, 2035.

7. *Effect on the Prior Agreements and other agreements.* Except as expressly modified in this Fourth Amendment or in the Prior Agreements, the terms, provisions and obligations of the Prior Agreements shall remain in full force and effect. Nothing in this Fourth Amendment is intended to modify other agreements not mentioned in this Fourth Amendment that affect the development of Gladden II, and the failure of this Fourth Amendment to mention such other agreements shall not affect their validity.

8. *Counterparts.* This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more

counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

9. *Recitals.* The Recitals set forth at the beginning of this Fourth Amendment are hereby acknowledged and confirmed to be accurate.

10. *Good standing; authority.* The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Fourth Amendment under applicable state laws. Each Party represents and warrants that the individual executing this Fourth Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

11. *Severability.* If any provision of this Fourth Amendment is declared void or unenforceable, it shall be severed from the remainder of this Fourth Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Fourth Amendment, this Fourth Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Fourth Amendment.

12. *Governing law.* This Fourth Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 9.5 of the Original GFII DA, requiring disputes to be resolved by binding arbitration.

13. *Interpretation.* This Fourth Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Fourth Amendment for purposes of construing any portion of this Fourth Amendment for or against any party.

14. *Recordation.* The Town shall record this Fourth Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

15. *No representations of development.* Except as specifically set forth in this Fourth Amendment, nothing contained in this Fourth Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of Gladden II.

16. *Approval.* If any Party is required pursuant to this Fourth Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

17. *Force majeure.* If any Party shall be unable to observe or perform any covenant or condition of this Fourth Amendment by reason of "force majeure," then the failure to

observe or perform such covenant or condition shall not constitute a default under this Fourth Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

18. *Conflict of interest.* This Fourth Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

The "Developer":

GLADDEN PHASE II, LLC, a Delaware limited liability company

By: _____
Frank J. Walter III
Authorized Signatory

Date: _____

GLADDEN PHASE II DEV, LLC, a Delaware limited liability company

By: _____
Frank J. Walter III
Authorized Signatory

Date: _____

STATE OF NEW YORK)
 ss
County of New York)

The foregoing instrument was acknowledged before me on _____, 2019, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

Notary Public

STATE OF NEW YORK)
 ss
County of New York)

The foregoing instrument was acknowledged before me on _____, 2019, by Frank J. Walter III, Authorized Signatory of GLADDEN PHASE II DEV, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

Notary Public



Council-Regular Meeting

C3

Meeting Date: 12/17/2019

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: December 17, 2019

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

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

Subject: Resolution No. 2019-123: Relating to Police Department; approving and authorizing the Town Manager to execute two Subrecipient Agreements (#170422-02 and #170422-03) with the Arizona Department of Homeland Security for purposes of receiving reallocated funds under the FFY2017 Operation Stonegarden Grant Program (Kristin Taft)

Discussion:

The Town of Marana has been selected to participate in Operation Stonegarden (OPSG) activities in southern Arizona. Operation Stonegarden is a federally funded program originating with the 2006 Emergency Supplemental Appropriations Act for Defense, the Global War on Terror and Hurricane Recovery. Funding was renewed for the current fiscal year, providing the Town of Marana an opportunity to participate and receive funding for the eleventh straight year. The program provides states the flexibility to use Department of Homeland Security grant funding to enhance coordination among state and federal law enforcement agencies at and near the U.S./Mexico border. The program requires states to identify and prioritize solutions to their border security needs and provides funding to state and local agencies to implement the state's individual goals and objectives.

The Town was awarded a total of \$151,811 under two subgrantee agreements with the Arizona Department of Homeland Security to support Operation Stonegarden. Both awards are reallocated funding from the FFY17 OPSG Grant Program. Award #170422-02 will fund \$117,000 for additional equipment to support OPSG deployments. Award #170422-03 will fund \$34,811 for overtime/mileage expenses for OPSG

deployments. Through participation in this operation, the Marana Police Department uses its authority to control routes and reduce the propensity for cross-border crime in the area. Patrols concentrate on the 109 miles of arterial roadways serving as regional east-west connectors between State Route 77 and I-10 and the more than 57 miles of rural, mostly two-lane roads paralleling I-10 to the west.

The Marana Police Department's primary goals are to: (1) reduce crime in border communities to improve the quality of life; (2) deter illegal entries through teamwork with other local and federal agencies; (3) assist in apprehending terrorists and weapons illegally entering the United States; and (4) coordinate operations with the U.S. Border Patrol (USBP) Tucson Sector. Marana, in cooperation with U.S. Border Patrol, will deploy officers along prime roadways prone to invoke illegal activity and national security concerns.

Because Marana sits 60 miles from the Mexican Border and hosts segments of rural transportation routes traditionally used to smuggle undocumented workers and drugs up from Mexico, five specific areas will be targeted for OPSG activities:

Area one: Sandario Rd from Emigh Rd to Avra Valley Rd

Area two: Avra Valley from the Silverbell Mines to I-10

Area three: Silverbell Rd/Twin Peaks Rd Corridor

Area four: I-10 from Twin Peaks Rd to the Pinal County line

Area five: Discretionary area with Marana PD sworn supervisor approval to provide flexibility to the Chief of Patrol, USBP

These activities will be coordinated through the USBP. Marana will identify these shift times and locations and address them accordingly. As an active participant in regional planning, emergency operations, and homeland security initiatives, the Marana Police Department has been impacted by increased contacts with illegal entrants and human and narcotics smugglers migrating through the community as focused enforcement has caused a deviated travel pattern from the US Mexican Border along the I-10 corridor.

For Operation Stonegarden grant funding, the Town is and has historically been a direct subgrantee of the state, without having the funds pass through another entity, such as Pima County or the City of Tucson. However, Pima County has traditionally served as the coordinating agency overseeing the committee process used to determine the allocation of funding to the various participating agencies. Pima County's recent decisions regarding Operation Stonegarden funding coupled with federal delays, complicated the reallocation process and as a result, reallocation funding agreements were delayed several months.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Y

Amount: \$151,811

Funding has been awarded to support overtime and mileage reimbursement (\$34,811) and the purchase of 4 license plate readers and 1 license plate reader trailer (\$117,000). There is no match requirement from the Town for the funding. Budget capacity exists in fund 2015. Funds will be spent under project numbers GR024 and GR025 under the same fund.

Staff Recommendation:

Staff recommends approval of the Subgrantee Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY2017 Operation Stonegarden Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2019-123 approving and authorizing the Town Manager to execute two Subrecipient Agreements with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY2017 Operation Stonegarden Grant Program.

Attachments

Resolution No. 2019-123
Award 170422-02 Equipment
Award 170422-03 OT & Mileage

MARANA RESOLUTION NO. 2019-123

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE TWO SUBRECIPIENT AGREEMENTS (#170422-02 AND #170422-03) WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR PURPOSES OF RECEIVING REALLOCATED FUNDS UNDER THE FFY2017 OPERATION STONEGARDEN GRANT PROGRAM

WHEREAS the Town of Marana recognizes its duty to protect its citizens concerning matters involving Homeland and Border Security; and

WHEREAS the Marana Police Department is working with the Arizona Department of Homeland Security, United States Border Patrol, and other community agencies as a regional partner in the Operation Stonegarden Program; and

WHEREAS the Arizona Department of Homeland Security has awarded grant funding to the Town for the provision of overtime pay, mileage, and equipment for services provided in coordination with the Operation Stonegarden Program; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into Subrecipient Agreements with the Arizona Department of Homeland Security to be eligible to receive funds related to the Operation Stonegarden Program.

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

SECTION 1. The Subrecipient Agreements between the Arizona Department of Homeland Security and the Town of Marana, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A (Subrecipient Agreement #170422-02) and Exhibit B (Subrecipient Agreement #170422-03), are hereby approved and the Town Manager is hereby authorized to execute them for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of December, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

November 27, 2019

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

Subject: FFY 2017 Operation Stonegarden Grant Program Award - **REALLOCATION**
Subrecipient Agreement Number: **170422-02**
Project Title: **OPSG Equipment**

Dear Chief Rozema:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Equipment**" has been funded under the Operation Stonegarden Grant Program for **\$117,000.00**. The grant performance period is **November 27, 2019 through June 30, 2020**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements (enclosed)
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 and 2 above is not signed and received by AZDOHS on or before January 31, 2020 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subrecipients must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Sgt. Chriswell Scott

Attachments: Subrecipient Agreements, OPSG Funding Addendum, EHP Designation Letter



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

November 27, 2019

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

Subject: FFY 2017 Operation Stonegarden Grant Program Award - **REALLOCATION**
Subrecipient Agreement Number: **170422-02**
Project Title: **OPSG Equipment**

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To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements (enclosed)
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3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 and 2 above is not signed and received by AZDOHS on or before January 31, 2020 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

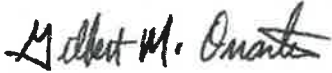
- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subrecipients must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Sgt. Chriswell Scott

Attachments: Subrecipient Agreements, OPSG Funding Addendum, EHP Designation Letter

FY 2017 Operation Stonegarden Grant Program - REALLOCATION
Equipment – Budget Detail
Agency: Marana Police Department
Grant#: 170422-02

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subrecipient agrees to the funding shown here:

EQUIPMENT

EQUIPMENT	AEL	QUANTITY	COST/UNIT	TOTAL COST	TOTAL AWARD
License Plate Reader (Vehicle Mounted)	03OE-01-ALPR	4	\$16,750	\$67,000	
License Plate Reader (Trailer Mounted)	03OE-01-ALPR	1	\$50,000	\$50,000	
					\$117,000

Project Point of Contact

Print Name

Signature

Date

Strategic Planner or
Assistant Director Planning & Preparedness

Susan Dzbanko

Print Name

Signature

Date

This form is to be signed and returned.



Governor Douglas A. Ducey

FFY 2017

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

**SUBRECIPIENT AGREEMENT - REALLOCATION
OPERATION STONEGARDEN GRANT PROGRAM
EQUIPMENT**

17-AZDOHS-OPSG-170422-02

Between

**The Arizona Department of Homeland Security
And**

Marana Police Department

DUNS Number 98034143

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the Marana Police Department (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **November 27, 2019** and shall terminate on **June 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled "**OPSG Equipment**" and funded at **\$117,000.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

- a) Provide up to **\$117,000.00** to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be

reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, and meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy

created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) **Programmatic Reports**

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) **Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.**

c) **Quarterly Programmatic Reports are due:**

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) **Final Quarterly Report:**

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) **Property Control Form – if applicable:**

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. **In case of equipment disposition:**

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) **Financial Reimbursements**

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the

Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from

DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The

Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of

race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AJ – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any

permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Marana Police Department

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Marana Police Department
Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

November 27, 2019

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

Subject: FFY 2017 Operation Stonegarden Grant Program Award - **REALLOCATION**
Subrecipient Agreement Number: **170422-03**
Project Title: **OPSG Overtime-Mileage**

Dear Chief Rozema:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$34,811.00**. The grant performance period is **November 27, 2019 through June 30, 2020**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements (enclosed)
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 and 2 above is not signed and received by AZDOHS on or before January 31, 2020 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subrecipients must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State

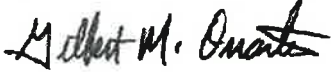
Interoperable Priority Programming Guide also as approved by the SIEC.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Sgt. Chriswell Scott

Attachments: Subrecipient Agreements, OPSG Funding Addendum, EHP Designation Letter



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

November 27, 2019

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

Subject: FFY 2017 Operation Stonegarden Grant Program Award - **REALLOCATION**
Subrecipient Agreement Number: **170422-03**
Project Title: **OPSG Overtime-Mileage**

Dear Chief Rozema:

The Operations Order that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program (OPSG) has been awarded. The project titled "**OPSG Overtime-Mileage**" has been funded under the Operation Stonegarden Grant Program for **\$34,811.00**. The grant performance period is **November 27, 2019 through June 30, 2020**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subrecipient Agreements (enclosed)
2. OPSG Budget Detail (enclosed)
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1 and 2 above is not signed and received by AZDOHS on or before January 31, 2020 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subrecipients must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subrecipient agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State

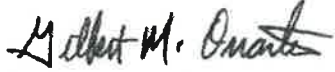
Interoperable Priority Programming Guide also as approved by the SIEC.

- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- The FFY 2017 federal award date as indicated in the U.S. DHS award package is 9/5/2017 with a total amount of funding of \$21,531,000. The Federal Award Identification Number is EMW-2017-SS-00003-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Operation Stonegarden Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Sgt. Chriswell Scott

Attachments: Subrecipient Agreements, OPSG Funding Addendum, EHP Designation Letter

FY 2017 Operation Stonegarden Grant Program - REALLOCATION
Overtime - Budget Detail
Agency: Marana Police Department
Grant#: 170422-03

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. Subgrantee agrees to the funding shown here:

OVERTIME

OVERTIME	MILEAGE	TRAVEL	TOTAL AWARD
\$33,811	\$1,000		\$34,811

Project Point of Contact

_____	_____	_____
Print Name	Signature	Date

Strategic Planner or
Assistant Director Planning &
Preparedness

<u>Susan Dzbanko</u>	_____	_____
Print Name	Signature	Date

This form is to be signed and returned.



Governor Douglas A. Ducey

FFY 2017

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

Dear OPSG Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Operation Stonegarden Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

**SUBRECIPIENT AGREEMENT - REALLOCATION
OPERATION STONEGARDEN GRANT PROGRAM
OVERTIME/MILEAGE**

17-AZDOHS-OPSG-170422-03

Between

**The Arizona Department of Homeland Security
And**

Marana Police Department

DUNS Number 98034143

WHEREAS, A.R.S. section 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the Marana Police Department (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **November 27, 2019** and shall terminate on **June 30, 2020**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled "**OPSG Overtime and Mileage**" and funded at **\$34,811.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2017-SS-00033-S01 and CFDA #97.067:

- a) Provide up to **\$34,811.00** to the Subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE FEDERAL REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By

accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP108-024-4, Environmental Planning and Historical Preservation Policy.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement

policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, and meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.
- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this

program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form

with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200 Part 180 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management

- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application (not applicable to Operation Stonegarden). Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when

expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article I - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs

that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 8101-8107).

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of

disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article V - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article Z - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AJ – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a

result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily

injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name Above

Marana Police Department

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Marana Police Department
Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Council-Regular Meeting

C4

Meeting Date: 12/17/2019

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: December 17, 2019

Subject: Approval of Summary Minutes of the December 3, 2019 Regular Council Meeting, and December 3, 2019 Special Council Meeting (Cherry Lawson)

Attachments

Regular Council Meeting Summary Minutes, 12/03/2019

Legislative Session Day Summary Minutes, 12/03/2019



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers December 3, 2019, at or after 7:00 PM

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

REGULAR COUNCIL MEETING
SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL:

Mayor Honea called the meeting to order at 7:00 p.m. **Deputy Town Clerk Hilary Hiser** called the roll. Council Member Ziegler was excused. With six council members present there was quorum.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE:

Led by Mayor Honea.

APPROVAL OF AGENDA:

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

CALL TO THE PUBLIC:

Resident **Sharon Foltz** addressed the Council congratulating Heath Vescovi-Chiordi, Assistant to the Town Manager, for being recognized as a “40 under 40” leader in the Pima County. She noted that it is a great compliment for the Town to have such an

exceptional talent in the staff. **Mayor Honea** acknowledged that Mr. Vescovi-Chiordi is a valuable asset to the Town and the Council is very proud of his accomplishments.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Bowen reported he was very impressed with his tour of Watts at the Western Army National Guard Aviation training facility at the Pinal County Air Park.

Council Member Officer participated in the El Tour de Tucson bicycle race and complimented the smooth ride of the roads in the Marana portion of the race.

Mayor Honea commented that the 25 mile portion of El Tour in Marana is a great opportunity for the Town to showcase its park facilities. He also noted that the Army National Guard training facility is an important resource for the region that supports our national security infrastructure and contributes to the economic development of Southern Arizona.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta directed the Council's attention to the monthly executive report, highlighting the 66 single family residential permits issued in November. He noted that this number was about average, but he is confident that the Town will meet its projected permit totals for the fiscal year.

Mr. Mehta also reported that the state demographer issued its population estimate for Marana at 49,323 residents. He explained that if staff includes the new signal family residential permits issued that the Town is probably at/or over the 50,000 population mark.

He reminded the Council that the tree lighting event will be at 6:00 p.m. on December 7, 2019 at the Marana Municipal Center. The Marana Winter Waterland will be at the Crossroads District Park on December 13, 2019.

Mr. Mehta concluded his report by introducing Stephen Dean, the newly appointed Water Deputy Director. Mr. Dean is an internal promotion and he brings many years of water and wastewater experience to the position.

Mayor Honea commented that with the population increase to 50,000 or more residents, it will allow the Town to directly submit Community Development Block Grants to the state.

PRESENTATIONS

P1 Presentation: Relating to Intergovernmental Relations; presentation and discussion regarding the adjourned 2019 session of the Arizona State Legislature, as well as possible trends for the 2020 session, and a forecast for the upcoming year. Presented by Heath Vescovi-Chiordi, Assistant to the Town Manager.

Mr. Vescovi-Chiordi introduced Lourdes Peña, Policy Advisor and Julie Rees, Principal of TriAdvocates, the Town's lobbying firm. **Ms. Rees** and **Ms. Peña** stated Marana's representation in both houses is bi-partisan with member on both the House and Senate appropriations committees. They noted the FY2020 State Budget was \$11.8 billion, which was an increase from the previous year. Arizona is currently experiencing economic growth and the Legislature was able to provide investment into education funding, infrastructure, one-time investments, and contribute money to the State's rainy day fund bring the balance to \$1 billion.

Ms. Peña reviewed some of the key issues addressed by the Legislature, most notably the passage of the Drought Contingency Plan, an agreement to resolve the Wayfair on-line sale issue within statute, and discussions regarding tax conformity. **Ms. Rees** noted that several other hot issues reviewed by the Legislature were the ADOT fee for highway infrastructure investment, statewide ban on texting while driving, and passage of the occupational licensing reciprocity.

Ms. Peña noted that this past legislative session did not successfully address peer-to-peer regulatory frameworks, and how to define a digital good and its corresponding tax. She noted there were several proposals related to the regulation of vaping products for sale. Ms. Peña stated a strong possibility that some of these issues would come back in the new legislative year starting in January.

Ms. Rees and **Ms. Peña** briefly reviewed some of the bills that were signed into law that directly impacted municipalities. They also recapped some of the bills that failed, which would have had positive impacts on municipal governments or for the Southern Arizona region.

Transitioning to the 2020 legislative forecast, **Ms. Rees** and **Ms. Peña** explained that the Legislature would continue to focus on education funding, workforce development, and infrastructure investment. They also highlighted the on-going issues related to the governance of the public safety retirement fund and also worker comp issues related to cancer prevention for firefighters.

Finally, **Ms. Rees** and **Ms. Peña** concluded their presentation with a positive fiscal forecast for FY2021 noting the possibility of a significant amount of one-time funding opportunities for capital investment.

No Council action taken.

CONSENT AGENDA:

C1 Resolution No. 2019-119: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Desert Bluegrass Association regarding the planning, development and presentation of the 2020 Marana Bluegrass Festival (Jim Conroy)

C2 Approval of the Regular Council Meeting Summary Minutes of November 19, and the Study Session Meeting Summary Minutes of November 12, 2019 (Cherry Lawson)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Presentation: Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations and input from the Fall 2019 Marana Citizens' Forum on the topic "Transportation Connectivity and Infrastructure". Presented by Heath Vescovi-Chiordi, Assistant to the Town Manager.

Mr. Vescovi-Chiordi introduced Forum Delegate Chris Deyoung. **Mr. Deyoung** explained this session the delegates' focus was to address transportation connectivity within the Town of Marana by looking at the various transportation needs the community will face as it continues to grow. The Forum used a consensus driven process similar to the Arizona Town Hall model to identify the key recommendations related to the session topic. The two objectives identified by the delegates were the importance of developing a town-wide transportation master plan; and to recommend a set of positions the Town should advocate for in relation to the RTA 2 Initiative.

Mr. Deyoung expanded on their first objective was to identify elements for inclusion in a transportation master plan. He noted the Town's current transportation masterplan is about 15 years old and does not adequately address current growth patterns and future trends. Mr. Deyoung explained that a new comprehensive master plan document is necessary for growth and infrastructure investment and planning. The recommendations for objective one are as follows:

Recommendation 1

Plan and Implement a Transportation Master Plan for the Town of Marana.

Recommendation 2

We recommend the incorporation of the following key elements, at minimum, in the creation of a Transportation Master Plan for the Town of Marana:

- Traffic Studies/General Plan Circulation Plan
- Streets (signs and signals, smart street tech, streetscapes incorporating native trees and plants)
- Trails (PED/ Bike/Hiking)
- Mass Transit (buses, ridesharing and delivery, Autonomous Vehicles or Electric Vehicles)
- Technology and innovation, UAS/UAVs

Recommendation 3

We recommend that the Town continue to identify local transportation projects through a combination of the following elements:

- Geographically by growth
- By programmatic need
- Through traffic studies

- Contractual obligation
- Maintenance and Reconstruction needs

Recommendation 4

We recommend that the Transportation Master Plan officially incorporate the Town's Pavement Preservation Plan into it.

Recommendation 5

We recommend that, if there is a substantial project or need, we explore the need to increase the sales tax in Marana with a sunset date to assist in paying to complete that specific project.

Mr. Deyoung stated that each of the recommendations were born out of a desire to incorporate a balanced plan that addresses traditional concerns for adequate transportation infrastructure, but is flexible enough to accommodate rapid changes in technology impacting transportation. Moreover, Mr. Deyoung emphasized the Forum's concern that future transportation projects were financed in a fiscally sound manner that did not burden residents.

Transitioning to a review the Forum's second objective, recommendations for the RTA 2 Initiative, **Mr. Deyoung** emphasized the delegates' goal to help the Town identify regional transportation infrastructure projects that would positively benefit Marana. The Forum identified the following recommendations as it relates to the RTA 2:

Recommendation 1

We recommend that the RTA2 focus solely on regional transportation infrastructure projects (to facilitate improved connectivity and safety within Pima County).

Recommendation 2

We recommend that the RTA2 not incorporate a maintenance component into the planning for funding.

Recommendation 4

We recommend that the RTA2 tax threshold remain at a ½ cent tax, as with RTA 1.

Recommendation 3

We recommend that the Town identify and re prioritize a new list of projects for RTA 2.

Mr. Deyoung explained that Forum delegates believe that the RTA 2 should focus solely on regional transportation infrastructure. This focus would maintain the integrity of the program as it was originally intended, and avoids the complications of mixing in the element of local transportation infrastructure projects. The delegates believe local projects should be paid for by individual jurisdictions. Mr. Deyoung stated that the Forum felt Marana was at a potential disadvantage if money was allowed to go to maintenance because the Town already included maintenance funding for its transportation infrastructure. Thus by excluding maintenance costs in the RTA 2, the delegates reasoned it would allow the Town to more effectively use RTA2 funds for regional transportation projects related to growth that would positively impact Marana.

Mr. Deyoung commented that the staff presentations regarding transportation were influential in helping the Forum identify the various recommendations. He affirmed that as growth continues and priorities change, new projects should seek to address the connectivity needs of Marana, while also not ignoring other previously identified projects. Mr. Deyoung described the delegates' sensitivity regarding the possibility of an increased tax collection to fund these projects.

Mr. Deyoung concluded his presentation by commending his fellow delegates for the work they put into the process. **Mayor Honea** thanked Mr. Deyoung and the Citizens Forum delegates for their participation in the process and the recommendations presented.

No Council action taken.

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Utilities: presentation and discussion regarding the draft Sewer Conveyance System Master Plan. Presented by Scott Schladweiler, Water Director.

Mr. Schladweiler stated the existing sewer conveyance system has been built without an overall plan. He noted that this new master plan presentation will provide a long-term planning document to help address future growth and future system improvements to provide sufficient capacity for that growth. He mentioned the master plan would provide specific level sizes and locations for infrastructure for future improvements. Mr. Schladweiler also affirmed that the plan would include conceptual cost opinions as an initial budgetary planning tool that would need revision overtime.

Mr. Schladweiler noted that the Town hired HDR, an engineering consultant that specializes in wastewater recharge projects to assist with the creation of the master plan. He introduced Ty Morton, the project manager from HDR.

Mr. Morton thanked the Council for allowing HDR the opportunity to participate in this study. He explained that when starting a master plan it's important to define the current system's operations. Mr. Morton reviewed a map of the current sewer collection system and treatment plant. The current flows in the system range daily between 500,000 gallons and 700,000 gallons.

Mr. Morton stated that a key aspect for an effective master plan is to build a hydraulic model of the system based on imported geodatabase information and elevation data for the flow modeling. Mr. Morton noted that the model uses actual information based on the town's population. The model itself is a deliverable of the study and will allow the staff to model future flows of the system as it grows. Mr. Morton reviewed how the data for the model was collected and how it was calibrated so the model would

accurately project the collection system's flow. The model indicated some areas of the existing collection system is susceptible to large influxes of water from rain events.

Mr. Morton explained that the model also accounts for future development locations and forecasts future flow levels within the system based on that development. With this information, he noted the available treatment capacity of the system will likely exceed capacity in the future. Given this possibility, Mr. Morton noted that the Town would likely need a second wastewater reclamation facility to alleviate the system east of 1-10 near the planned Villages of Tortolita development. He emphasized that this modeling data should be looked at for long-term planning and capital project development over a phased time period. The CIP cost estimates were based on industry standards with improvements to the system occurring over a period of time from 2020 through 2050.

Mr. Schladweiler stated that the master plan is a long-term planning tool for phased infrastructure growth. He explained that staff did not want large infrastructure assets to go underutilized for the majority of their useful life. Mr. Schladweiler noted that this is a plan that will have to be revised every seven to ten years as conditions change based on growth patterns, economic conditions, or the need for new projects.

Mr. Schladweiler said the next steps are to finalize the report with any input from the Council. The two main deliverables are the master plan report and the hydraulic model. He also suggested that staff start to consider amendments to the Town's 208 plan, within the next year, to address the construction of a second wastewater facility for the future.

Vice Mayor Post asked for clarification regarding another proposed expansion of the current treatment facility. **Mr. Schladweiler** responded that the current treatment plant would still require expansion to accommodate growth. He explained that a second treatment facility on the east side of 1-10 would better address the needs of that area and opens up capacity at the current facility.

Vice Mayor Post asked if there are any plans to reuse the effluent for other purposes. **Mr. Schladweiler** stated that currently the recharge is only used to off-set ground water usage.

Mayor Honea praised the study's thoroughness and agreed that the Town needs to start preparing for future growth before the current system exceeds its capacity.

No Council action was taken.

D2 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site. Presented by Jason Angell, Development Services Director.

Mr. Angell briefly reviewed the newest updates listed on the Town's current and proposed projects website page.

D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

EXECUTIVE SESSIONS

Vice Mayor Post motioned to adjourn for an executive session, with a second provided by Council Member Bowen. The motion passed unanimously, 6-0.

The Council left the dais at 8:09 p.m. The Council returned to the dais from executive session at 8:53 p.m. with Mayor Honea stating the Council was back in public 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)(3) and (4) for discussion and consultation for legal advice and to instruct the Town's attorneys regarding possible pursuit of a request to pursue a compromise of property taxes, interest and penalties on Pima County Assessor's Parcel Number 226-11-845A consisting of Continental Ranch drainageway.

Frank Cassidy, Town Attorney, asked the Council to authorization to pursue the tax appeal under the terms discussed in executive session.

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

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7) for discussion and consultation for legal advice and to instruct the Town's attorneys regarding transfer agreement negotiations with DeAnza Domestic Water Improvement District concerning the possible sale of the Falstaff Well Site, Pima County Assessor's Parcel Number 226-01-0300, and the Town of Marana's Falstaff water service area.

Mr. Cassidy asked the Council for authorization to proceed with the sale of the Falstaff Well Site with the terms discussed in executive session, with the understanding that a formal agreement will be presented to the Council at a later meeting.

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

E4 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation in order to consider the Town's position and to instruct the Town's attorneys regarding negotiations for a further amendment to the Gladden Farms II

Development Agreement concerning the terms for construction of the required Public Park Improvements.

Mr. Cassidy asked the Council for authorization to proceed with the preparation of an agreement as discussed in executive session, and also a request as to whether the agreement should include park impact fee credits to begin upon the posting of a bond or whether it begins upon the completion of the soccer fields.

Vice Mayor Post motioned to approve the amended development agreement with the inclusion of credits upon the posting of a performance bond, with a second provided by Council Member Bowen. The motion passed 5-1, with Mayor Honea voting no.

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 motioned to adjourn at 8:55 p.m., with a second provided by Council Member Kai. The motion passed unanimously, 6-0.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on December 3, 2019. I further certify that a quorum was present.

Hilary H. Hiser, Deputy Town Clerk



AMENDED on 11/27/2019

MARANA TOWN COUNCIL SPECIAL COUNCIL MEETING - LEGISLATURE DAY NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Board Room, December 3, 2019, at or after 9:00 A.M.

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

Mayor Honea called the meeting to order at 9:07 a.m. and proceeded to welcome those in attendance.

WELCOME AND INTRODUCTION

- Introduction of Town Council, Town Staff, and Legislators

Mayor Ed Honea, Vice Mayor Jon Post, Council Member John Officer, Council Member Herb Kai, Council Members Patti Comerford (Excused); Roxanne Ziegler (Excused) and Dave Bowen (Excused), Town Manager Jamsheed Mehta, Town Attorney Frank Cassidy, Town Clerk Cherry Lawson, Assistant to the Town Manager Heath Vescovi-Chiordi, Senator Vince Leach, District 11; Representative Mark

Finchem, District 11; Representative Bret Roberts, District 11; Julie Rees, Principal with TriAdvocates Inc.; Lourdes Peña, Public Affairs Advisor with TriAdvocates, and Kathleen Kunz, Reporter, Marana Newspaper.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Intergovernmental Relations; presentation and discussion regarding the Town of Marana, specifically related to the Town's operations, projected growth, and legislative items of interest (Jamsheed Mehta) *Item amended 11/27/2019 at 9:37 a.m.

Mr. Mehta provided a PowerPoint Presentation overview of the challenges and concerns of the Town of Marana, and a general discussion of the topics occurred with those in attendance. Below are highlights of the presentation. *(A copy of the PowerPoint Presentation will be provided to the Town Clerk's Office to be placed on file for public viewing.)*

Growth in Marana: Quick Stats

- 49,323 population
- 127 sq. miles
- 19 miles of I-10 bisect the Town
- Span both Pima and Pinal Counties
- Include both LDs 11 and 9
- 803 Single Family Residential permits in FY19 (7/2018-6/2019)
- 754 Single Family Residential permits in calendar year 2019

Marana Development Areas

- North Marana
 - Gladden Farms, Fianchetto Farms and Farm Field Five
- Eastern Marana
 - Dove Mountain, Tangerine Ridge, Willow Vista
- Southern Marana
 - Saguaro Bloom

N. Marana & Downtown Growth

- Marana Road & I-10 Improvements
- Adonis Road Extension
- Heritage Park Soccer Fields
- 26,000 Planned SFRs 3,100 Built to-date

Twin Peaks Corridor Growth

- 22,000 Planned SRFs
- 7,100 Built to-date

Regional Capital Projects: Recent Regional Projects

- Tangerine Road, Phase 1
- Ina/I-10 Interchange
- Phase 1 Construction Area

Regional Capital Projects: North Marana Road Network

Future Vital Interchange Projects

- Cortaro Road
- Avra Valley Road
- Moore Road
- Marana Road & Tortolita

Marana's Water Future

- Northwest Recharge and Recovery Delivery System (NWRDRS)

Marana Wastewater Reclamation Facility

- Provides capacity for approximately 10,000 additional homes and businesses
- Increased treatment capacity from .5 MGD to 1.5 MGD

Planning for the Future

- General Plan 2040
- Zoning Code Update
 - Private Open Spaces Reqs.
 - Parking
 - Sign Code
 - Zoning Code Translation
 - N. Marana Drainage Study
 - Sewer Conveyance Study
 - Water Rates and Fees
 - Potable Water Study

Marana's Future: General Policy Priorities

- Sustain and strengthen State-Shared Revenues like HURF
- Promote Economic Development through innovative incentives and programs
- Continue to advance our water future through infrastructure development, treatment facilities, and water resource management

Future Legislative Priorities: Specific Policy Priorities

- Water Quality Infrastructure Repayment
- Online taxation of lodging
- Short-term rentals
- Community Facilities Districts
- Contracting Sales Tax

Representative Finchem departed the meeting at 10:04 a.m. **Council Member Kai** departed the meeting at 11:04 a.m. A quorum of the Council no longer existed at 11:04 a.m.

ADJOURNMENT

Mayor Honea adjourned the meeting at 11:19 a.m.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Special Council Meeting – Legislature Day held on December 3, 2019. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 12/17/2019

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: December 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2019.024: Relating to Development; amending Marana Town Code Title 17 (Land Development) by revising Section 17-6-14 (medical marijuana dispensary) to extend the permissible hours of operation for medical marijuana dispensaries from the current hours of 7:00 a.m. to 7:00 p.m. to 7:00 a.m. to 10:00 p.m. (Cynthia Ross)

Discussion:

Pursuant to Land Development Code (LDC) Section 17-3-1(A), any person seeking an amendment to the LDC must submit an application designating the change desired and the reasons therefor.

Arizona Golden Leaf Wellness, LLC, one of the two medical marijuana dispensaries located in the Town, has submitted an application to amend LDC Section 17-6-14(C)(7) relating to the permissible operating hours for dispensaries. Section 17-6-14(C)(7) currently allows a medical marijuana dispensary to operate during the hours of 7 a.m. to 7 p.m. Arizona Golden Leaf Wellness is requesting that the code be amended to allow operating hours of 7 a.m. to 10:00 p.m.

Background

There are two permitted medical marijuana dispensaries operating in Marana. Botanica, permitted on April 27, 2011, by CUP-11018, located at 6248 N. Travel Center Drive, and Arizona Golden Leaf Wellness LLC, permitted on January 30, 2013, by CUP-13002, located at 5390 W. Ina Road.

The Town Council adopted regulations for medical marijuana dispensaries on October

19, 2010, by Ordinance 2010.18; dispensary operating hours were originally established as not earlier than 9 a.m. and not later than 5 p.m. On October 7, 2014, the Council adopted Ordinance No. 2014.023, extending the permissible hours of operation, so that dispensaries may operate from 7 a.m. to 7 p.m.

The applicant is proposing an amendment to increase the hours of operation in order to provide qualified patients in Marana more convenient access to locally cultivated medicine and allow both of the Marijuana dispensaries to compete directly with neighboring communities. Currently, all neighboring jurisdictions, including the Casa Grande, have permissible dispensing hours from 7 a.m. to 10 p.m.

Summary of Neighboring Jurisdiction's Medical Marijuana Dispensary Hours

City of Casa Grande	7:00 a.m. to 10:00 p.m.	
Town of Oro Valley	7:00 a.m. to 10:00 p.m.	
Pima County	7:00 a.m. to 10:00 p.m.	
City of Tucson	7:00 a.m. to 10:00 p.m.	

Staff Recommendation:

At its November 20, 2019 meeting, the Planning Commission voted 5-0 (Commissioners Hill and Schachter absent) to recommend adoption of the amendment to Section 17-6-14(C)(7) extending the hours of operation for medical marijuana dispensaries to 7:00 a.m. to 10:00 p.m.

Staff does not have a recommendation on this item; this matter is left to the Town Council's discretion.

Suggested Motion:

I move to adopt Ordinance No. 2019.024, amending Marana Town Code Title 17 (Land Development) by revising Section 17-6-14 (medical marijuana dispensary) to extend the permissible hours of operation for medical marijuana dispensaries from the current hours of 7:00 a.m. to 7:00 p.m. to 7:00 a.m. to 10:00 p.m.

Attachments

Ordinance No. 2019.024
Application
Applicant Narrative

MARANA ORDINANCE NO. 2019.024

RELATING TO DEVELOPMENT; AMENDING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT) BY REVISING SECTION 17-6-14 (MEDICAL MARIJUANA DISPENSARY) TO EXTEND THE PERMISSIBLE HOURS OF OPERATION FOR MEDICAL MARIJUANA DISPENSARIES FROM THE CURRENT HOURS OF 7:00 A.M. TO 7:00 P.M. TO 7:00 A.M. TO 10:00 P.M.

WHEREAS pursuant to Land Development Code (LDC) Section 17-3-1(A), any person seeking an amendment to the LDC must submit an application designating the change desired and the reasons therefor; and

WHEREAS Arizona Golden Leaf Wellness, LLC, a medical marijuana dispensary located in the Town, has submitted an application to amend LDC Section 17-6-14(C)(7) to extend the permissible operating hours for dispensaries; and

WHEREAS at its November 20, 2019 meeting, the Planning Commission voted 5-0 to recommend adoption of the amendment to Section 17-6-14(C)(7) extending the hours of operation for medical marijuana dispensaries to 7:00 a.m. to 10:00 p.m.; 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) as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

[Paragraphs A and B are unchanged.]

C. A medical marijuana dispensary shall:

[Subparagraphs 1 through 6 are unchanged]

7. Have operating hours not earlier than 7:00 a.m. and not later than ~~7:00~~
10:00 p.m.

[Paragraphs D through F are unchanged]

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 17th day of December, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**PROJECT APPLICATION****APPLICATION TYPE**

- | | | | |
|--|--|--|--|
| ☐ Annexation | ☐ Development Plan | ☐ Development Plan Package | ☐ General Plan Amendment |
| ☐ Rezone | ☐ Minor Land Division | ☐ Landscape Plan | ☐ Conditional Use Permit |
| ☐ Specific Plan | ☐ Preliminary Plat | ☐ Native Plant Plan/Exception | ☐ SWPP |
| ☐ Variance | ☐ Final Plat | ☐ Significant Land Use Change | ☐ Sign Program |
| ☐ Improvement Plan: _____ | | ☐ Report (Type): _____ | ☒ Other: <u>Text Amendment</u> |

PROJECT INFORMATION

Project Name: Proposed extension of Medical Marijuana Dispensary hours from 7 A.M. to 7 P.M. to 7 A.M. to 10 P.M.

Description of Project: Text Amendment to Town Code (17-6-14.C.7.)

Number of Lots: N/A

Parcel No.(s): N/A

Gross Area (Acres): N/A

Project Address: N/A

Ref. Project No.: N/A

CONTACT INFORMATION**Owner:**

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Applicant: Arizona Golden Leaf Wellness

Contact Name: Charles Remme

Address: 5390 W Ina Rd

City: Tucson

State: AZ

Zip: 85743

Email: charles@naturemedinc.com

Phone No.: (520) 331-2635

Consultant/Engineer: N/A

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

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.)

Charles Remme

10/22/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/11/2019

Project No. _____

Date Received _____

Project Narrative for Proposed Text Amendment to Town Code:
Medical Marijuana Dispensary Hours of Operation

A Text Amendment to Town Code (17-6-14.C.7.) is proposed for changing the allowable dispensing hours for Medical Marijuana Dispensaries from the current, 7 A.M. – 7 P.M., to 7 A.M. – 10 P.M.

The text amendment proposed would allow for Marana residents, that are qualified patients, more convenient access to clean, locally cultivated medicine. The change would also allow for Marana dispensaries to directly compete with Tucson dispensaries, which have permissible dispensing hours from 7 A.M. – 10 P.M. Under the current Town Code, the patients that reside in Marana are at a severe disadvantage to the convenient access to medicine in comparison to Tucson residents. It is our belief that this change will provide a variety of benefits to the residents of Marana, the Town of Marana as an entity, and businesses residing within Marana, without having any negative effects on our surrounding community.

Submitted on October 22, 2019 by Charles Remme, Arizona Golden Leaf Wellness, LLC



Council-Regular Meeting

A2

Meeting Date: 12/17/2019

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: December 17, 2019

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:

Principle Statement 1, Goal 1: Implement the updated Parks and Recreation Master Plan.

Subject: Resolution No. 2019-124: Relating to Parks and Recreation; approving and authorizing the Mayor to sign an intergovernmental agreement between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project (Frank Cassidy)

Discussion:

The El Rio Riparian Restoration Project, Marana Project No. PK026, proposes the eventual construction of two ponds and various pathways and related park amenities at the El Rio Preserve. Town staff has been working with the Pima County Flood Control District (PCRFCFCD) on ways to protect the El Rio Preserve from Santa Cruz River flooding, and has negotiated an intergovernmental agreement (IGA) with the PCRFCFCD for the El Rio Preserve Bank Protection Project, PCRFCFCD Project No. 5LKMNA, which will provide bank protection for the El Rio Preserve.

If adopted, the resolution proposed by this agenda item will approve the IGA for construction of the El Rio Preserve bank protection. Among other things, the IGA includes a land exchange agreement that calls for the Town to transfer to PCRFCFCD the land needed for construction of the bank protection in exchange for PCRFCFCD's transfer to the Town of property rights needed for delivery of water from the CMID pipeline along the south side of Coachline Boulevard to the El Rio Preserve.

PCRFCFCD's construction of the bank protection will include the relocation of earth from the channel of the Santa Cruz River into the El Rio Preserve as shown in Exhibit C (Final Grading Plans) to the IGA. The IGA also calls for PCRFCFCD's construction of a sluice gate with the bank protection project, to allow the Town to control water levels in the El Rio

Preserve. The IGA obligates the Town to maintain the sluice gate.

Financial Impact:

The IGA provides for PCRFGD to pay for the bank protection, and requires the Town to maintain the sluice gate. The maintenance cost is anticipated to be covered within the Town's existing operations and maintenance budget. The IGA also includes a land exchange, which will modify the Town's land holdings. Although no formal appraisals were commissioned, Town staff believes the value of the lands being exchanged is approximately equal.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2019-124, approving and authorizing the Mayor to sign an intergovernmental agreement between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project.

Suggested Motion:

I move to adopt Resolution No. 2019-124, approving and authorizing the Mayor to sign an intergovernmental agreement between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project.

Attachments

Resolution No. 2019-124
El Rio Preserve bank pro IGA
El Rio Preserve exchange agreement

RESOLUTION NO. 2019-124

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PIMA COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF MARANA FOR THE EL RIO PRESERVE BANK PROTECTION PROJECT

WHEREAS the Town is designing the El Rio Riparian Restoration Project, Marana Project No. PK026, proposing the eventual construction of two ponds and various pathways and related park amenities at the El Rio Preserve; and

WHEREAS Town staff has negotiated an intergovernmental agreement with the Pima County Flood Control District for the El Rio Preserve Bank Protection Project, PCRFGD Project No. 5LKMNA, which will provide bank protection for the El Rio Preserve; and

WHEREAS Exhibit D to the intergovernmental agreement is a land exchange agreement between the Pima County Flood Control District and the Town of Marana, for the transfer of certain property rights from the Pima County Flood Control District to the Town of Marana as needed for the El Rio Riparian Restoration Project in exchange for the transfer of certain property rights from the Town of Marana to the Pima County Flood Control District as needed for the El Rio Preserve Bank Protection Project; and

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

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

Section 1. The intergovernmental agreement between the Pima County Flood Control District and the Town of Marana in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

Section 2. The land exchange agreement between the Pima County Flood Control District and the Town of Marana in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

Section 3. The Town Manager and staff are hereby directed and authorized to sign all other documents and undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of this resolution and the agreements it approves.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of December, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PIMA COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF MARANA FOR
THE EL RIO PRESERVE BANK PROTECTION PROJECT**

This Intergovernmental Agreement (this "Agreement") is entered into by and between the Pima County Flood Control District ("District"), a political taxing subdivision of the State of Arizona, and the Town of Marana ("Marana"), an Arizona municipal corporation, pursuant to Arizona Revised Statutes section (A.R.S. §) 11-952. District and Marana are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

Recitals

- A. District is authorized by A.R.S. § 48-3603 to construct, operate, and maintain flood control works and storm-drainage facilities for the benefit of the District, and to acquire property for those purposes.
- B. Marana is authorized by A.R.S. §§ 9-240, 9-464.01, 9-494, and 9-500.03 to construct, reconstruct, acquire, and maintain drainage ways and channels, parks, and trail systems.
- C. The Parties wish to cooperate in the design and construction of the El Rio Preserve Bank Protection Project ("the Project"), as depicted in **Exhibits A (Area Map) and B (95% Bank Protection Plans)**, and to create landforms within the preserve using sediment from a capacity restoration project in this reach of the Santa Cruz River, as depicted in **Exhibit C (Final Grading Plans)**. The purpose for the Project is to provide flood control improvements for the Marana El Rio Preserve and Trail System and to restore flood-carrying capacity along a specific segment of the Santa Cruz River. The Project area is located within the Marana town limits, and part of the project area is on land owned by the town of Marana.
- D. The Parties are authorized to contract for services and enter into agreements with each other for joint or cooperative action pursuant to A.R.S. § 11-952.
- E. The Project is currently estimated to cost approximately \$1.98 million.
- F. District desires to advertise, award, execute, and administer the design and construction contracts for the Project and, after completion of the Project, to operate and maintain the bank protection improvements constructed by the Project.
- G. Marana desires to provide District with all easements necessary to construct and maintain the Project, and the Parties desire to provide all real property exchanges that

are necessary to construct the Project and maintain the sluice gate constructed by the Project.

- H. Construction of the Project is currently scheduled to commence in fiscal year 2019-2020, subject to the acquisition of all necessary permits, easements, and environmental clearances necessary for the Project, and is estimated to be completed approximately 12 months after the start of construction.
- I. Marana acknowledges that its intent is to follow through with the construction of the El Rio Preserve in a timely manner once District has constructed the Project.

Agreement

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

1. **Purpose.** The purpose of this Agreement is to set forth the responsibilities of the Parties for the design, construction, maintenance, and operation of the Project and to address legal and administrative matters among the Parties.
2. **Project.** The Project consists of the design and construction of bank protection as depicted in **Exhibit B**, and the creation of landforms within the Preserve using sediment from a capacity-restoration project as depicted in **Exhibit C** (collectively "**Project Plans**").
3. **Design and Construction Responsibilities.** District shall design and construct the Project in accordance with the Project Plans. District will provide Marana an opportunity to review and comment on the Project Plans as they are developed, but final responsibility for and approval of the Project Plans shall rest with District.
 - a. *Environmental Compliance.* District shall prepare and incorporate into the planning, design, and construction of the Project, responses to all applicable local, state, and federal environmental requirements, including but not limited to hydrologic and geotechnical investigations; compliance with the Pima County Native Plant Preservation Ordinance; protection of species identified by the Arizona Game & Fish Department and the U.S. Department of Fish and Wildlife Service as being endangered, threatened, or of concern; and compliance with the National Pollutant Discharge Elimination System (including preparation of a Storm Water Pollution Prevention Plan).
 - b. *Cultural Resources.* District shall consider potential impacts to cultural and historical resources in the Project planning and design phases through inventory, evaluation, and impact assessment, and seek to avoid impacts to these resources in accordance with applicable local, state, and federal historic preservation laws and regulations. If impacts are unavoidable, a mitigation treatment plan will be prepared in consultation with Pima County, the State Historic Preservation Office,

and other agencies as appropriate, and implemented prior to construction, at District's cost.

4. **Construction.** District shall administer the construction contracts for the Project in accordance with the requirements of Arizona Revised Statutes Title 34 and in accordance with the Construction Schedule (as defined below). District shall have the usual rights of the owner of a public construction contract.
 - a. *Construction Schedule.* District shall be responsible for preparing a construction schedule (the "Construction Schedule") showing the anticipated timing and duration of each stage of construction. A final Construction Schedule shall be established and provided to Marana within 30 days after District's award of the first construction contract for the Project.
 - b. *Grading.* The placement of the sediment on the Preserve, as depicted in Exhibit C will occur first. Once the material has been placed and stabilized, Marana will become responsible for maintenance and relocation, if desired.
 - c. *Signage.* District shall have the right to install signage at the construction site in a location of its choosing, provided that the sign does not interfere with the construction, announcing that the Project is a District project, and listing the names of the members of the Board of Directors.
 - d. *Hazardous Substances.* All hazardous substances found on Marana property are the responsibility of Marana. Marana shall remove and remediate any hazardous substances discovered on Marana property as soon as possible to minimize any delay of the Project.
5. **Utility Relocations.** District shall be responsible for coordinating all utility relocations for the Project. Marana shall assist in all coordination with the utility companies and will pay for any relocation costs not covered by the utility companies.
6. **Real Property Exchange and Easements.**
 - a. Marana shall, upon execution of this Agreement, grant any temporary construction easement identified in the Project Plans as necessary to construct the Project.
 - b. Marana and the District shall, upon execution of this Agreement, execute a Land Exchange Agreement in the form of **Exhibit D**. The Land Exchange agreement provides the following:
 - i. District will convey to Marana, in fee title, the property described and depicted in **Exhibit E**.
 - ii. District will convey to Marana the drainage easement described and depicted in **Exhibit F**, using the form provided in Exhibit F.
 - iii. Marana will convey to District, in fee title, the two properties described and depicted in **Exhibit G**.

- c. Each Party shall provide the other with any records or documents in its possession that will assist the other Party in acquiring any property interests necessary for the Project.
7. **Right of Entry.** Marana's execution of this Agreement grants District the right to enter upon property owned by Marana, including the project area depicted on **Exhibits B and C**, as reasonably necessary for the purpose of grading, preparing to construct, and constructing the Project.
8. **Project Permits.** District shall obtain the Army Corps of Engineering Section 404 permit. Marana shall provide to District, at no cost to District, any Marana clearances or permits necessary for District to construct and maintain the Project.
9. **Public Participation.** Marana shall coordinate all publicity or public participation activities for the Project, which will include at least one public meeting before the start of construction.
10. **Project Manager and Representatives.** District shall furnish a Project Manager for the Project and Marana shall designate a representative (the "Marana Liaison") to be a liaison with the Project Manager during construction of the Project.
11. **Disputes.** If the Project Manager and Marana Liaison disagree on any aspect of the Project, the District's Chief Engineer and Marana's Town Engineer, or their designees, shall meet within ten calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unsettled after that meeting, or if that meeting does not occur within the time frame specified above or otherwise agreed upon, the Pima County Administrator and Marana's Town Manager shall meet within ten calendar days to attempt to reach a mutually agreeable resolution, unless another time frame is agreed upon in advance. If the dispute remains unresolved after that meeting, or if that meeting fails to occur within the time frame specified above or otherwise agreed upon, District shall, in its sole discretion, determine how to proceed. Nothing in this paragraph waives or limits Marana's legal rights or remedies regarding this Agreement.
12. **Financing of the Project.** District shall be responsible for all Project costs except for those costs specifically allocated to Marana by this Agreement or Project enhancements or changes requested by Marana whose costs are accepted in writing by Marana. District or its contractor may take earthwork needed for the Project as shown on grading sheets and Project Plans without cost to the District.
13. **Financing of Sluice Gate.** District will fund and construct a sluice gate in conjunction with the Project to reduce ponding behind the bank protection. Sluice gate will be enclosed in a structure.
14. **Regulation of the Project during Construction.** District shall have responsibility for and control over the Project during construction.

15. Inspection. Marana may inspect any portion of the Project construction located within the Marana town limits for substantial compliance with drawings and specifications. District shall allow official Marana representatives reasonable access to the Project site during construction. The Project Manager, the Marana Liaison, and Marana inspectors will cooperate and consult with each other during Project construction.

16. Ownership and Maintenance of Improvements; Right of Entry for Maintenance. Ownership of and title to all bank protection improvements constructed as part of the Project shall automatically vest in District upon completion of the Project, and thereafter District shall be solely responsible for maintaining and operating those improvements. Ownership of and title to the sluice gate shall automatically vest in the District upon completion of the Project, and thereafter Marana shall be solely responsible for maintaining and operating the sluice gate. Execution of this Agreement grants Marana the right to enter upon property owned by District as reasonably necessary for the purpose of maintaining the sluice gate constructed in conjunction with this Project.

17. Recording. After execution, District shall record this Agreement in the Office of the Pima County Recorder.

18. Term and Termination.

- a. *Term.* This Agreement shall be effective on the date of the last signature of a Party. The provisions of this Agreement that pertain to design and construction shall expire on final completion and acceptance of the Project by District. The remaining provisions of this Agreement shall remain in effect until January 1, 2038, and shall automatically renew for successive five year periods, unless and until the Parties mutually agree in writing to terminate this Agreement.
- b. *Termination.* This Agreement may be earlier terminated under the following circumstances:
 - i. For Cause. A Party may terminate this Agreement for material breach of this Agreement 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 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.
 - ii. Conflict of Interest. This Agreement can 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.
 - iii. Failure to Appropriate Sufficient Funds. This Agreement shall automatically terminate if, for any reason, District fails to appropriate sufficient funds to design or construct the Project.

c. *Effect of termination.*

- i. Extinguishment of Easements Granted to District. Upon termination of this Agreement for any reason, District will, at its sole cost, extinguish the easements granted to District by Marana under this Agreement.
- ii. Ownership and Maintenance of Improvements. Upon termination of this Agreement for any reason, ownership of all Project improvements located on property owned by Marana shall automatically vest in Marana, and Marana shall be solely responsible for maintaining those improvements.

19. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other Party, its governing board or bodies, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying Party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.

- a. *Preexisting conditions.* To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other Party, its board, officers, departments, employees, and agents, harmless from and against any claims and damages, as fully set out above, resulting from or arising out of the existence of any substance, material, or waste, regulated pursuant to federal, state, or local environmental laws, regulations, or ordinances, that is present on, in, or below, or originated from, property owned or controlled by the Party that is the subject of the real property land exchanges as depicted and described in Exhibits E and G.
- b. *Notice.* Each Party shall notify the other Party in writing within 30 days of the receipt of any claim, demand, suit or judgment against the receiving Party for which the receiving Party intends to invoke the provisions of this Section. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Section.
- c. *Negligence of indemnified Party.* The obligations under this Article shall not extend to the negligence of the indemnified Party, its agents or employees.
- d. *Survival of termination.* This Article shall survive the termination, cancellation, expiration or revocation, whether in whole or in part, of this Agreement.

20. Insurance. When requested, a Party shall provide the other Party with proof of its workers' compensation, automobile, accident, property damage, and liability coverage or program of self- insurance.

21. Books and Records. District shall keep and maintain proper and complete books, records and accounts of the Project, which will be maintained in accordance with District's records retention policy and made available for inspection by Marana upon reasonable notice.

22. Construction of Agreement.

- a. *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.
- b. *Amendment.* This Agreement shall not be modified, amended, altered or changed except by written agreement signed by the Parties.
- c. *Construction and interpretation.* All provisions of this Agreement shall be construed to be consistent with the intention of the Parties as expressed in the recitals hereof.
- d. *Captions and headings.* The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. *Severability.* If any provision of this Agreement 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 this Agreement are severable. If provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of a Party in an attempt to reach an agreement on a substitute provision.

23. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Marana or District.

24. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the other Party's employees, except as expressly provided for in Section 25 (Workers Compensation). No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. Workers Compensation. An employee of a Party shall be deemed to be an employee of both Parties while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers Compensation laws. The primary employer shall be solely liable for any workers compensation benefits that may accrue. 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.

26. No Third Party Beneficiaries. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either Party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

27. 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 Agreement.

- a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order 75-5, as amended by Executive Orders 99-4 and 2009-9, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement as if set forth in full herein.
- b. *Americans with Disabilities Act.* This Agreement 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.

28. Waiver. Waiver by either 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.

29. Force Majeure. A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement 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 Agreement, 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 Party affected, order of any government officer or court (excluding orders promulgated by the Party affected), 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. A Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

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

MARANA: TOWN OF MARANA
Attn: Keith Brann, Town Engineer
11555 W. Civic Center Drive
Marana, Arizona 85653

DISTRICT: PIMA COUNTY FLOOD CONTROL DISTRICT
Attn: Chief Engineer
201 N Stone Ave, 9th Floor
Tucson, AZ 85701

Notices shall be deemed delivered and received on the date of delivery, if delivered in person, or on the third business day after mailing, if delivered by any form of mail. A Party may, by written notice to the other Party, designate another address or person for receipt of notices under this Agreement.

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

IN WITNESS WHEREOF, District has caused this Agreement to be executed by the Chair of its Board of Directors, upon resolution and attested to by the Clerk of the Board; and Marana has caused this Agreement to be executed by the Mayor upon resolution of the Mayor and Council and attested to by its Clerk.

PIMA COUNTY FLOOD CONTROL DISTRICT

TOWN OF MARANA

Richard Elias, Chairman, Board of Directors

Ed Honea, Mayor

Date: _____

Date: _____

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Suzanne Shields, P.E., Director and Chief Engineer

Keith Brann, P.E., CFM, Town Engineer

ATTEST:

ATTEST:

Julie Castañeda, Clerk of the Board

Town Clerk

Intergovernmental Agreement Determination

The foregoing intergovernmental agreement between the PIMA COUNTY FLOOD CONTROL DISTRICT and the TOWN OF MARANA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this Agreement represented by the undersigned.

PIMA COUNTY FLOOD CONTROL DISTRICT: TOWN OF MARANA:

Deputy County Attorney

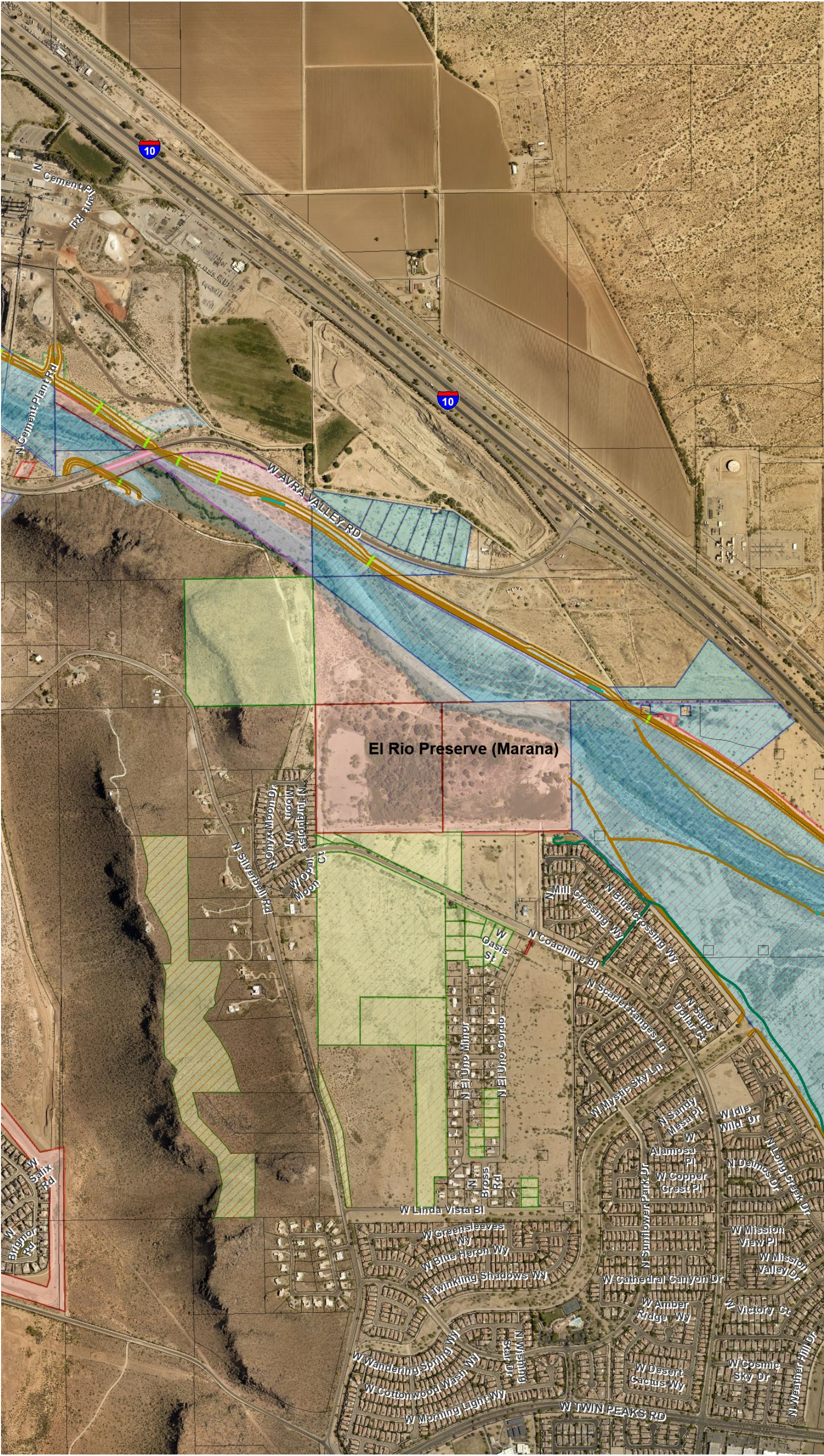
Date: _____

Town Attorney

Date: _____

EXHIBIT A
Project Area Map

El Rio Preserve Area



Legend

Parcels

Washes - Major

Access Route

Culverts

Dam

Linear Park System

Trash Racks

Bank Protection

Box Culverts

Bridges

Bridges - Pedestrian

Detention and Retention Ba

Drop Structures

Grade Control Structures

Spillways

Drainageway (999999993)

Drainageway Inspection with

Drainageway Inspection bet

Drainageway Inspection bet

Drainageway Maintenance F

Maintenance value not yet defin

RFCD Full Responsibility

RFCD Full Responsibility - IGA

RFCD Easement Responsibility

RFCD Easement Responsibility

RFCD Special Conditions

Other's Responsibility

Veterans Tract

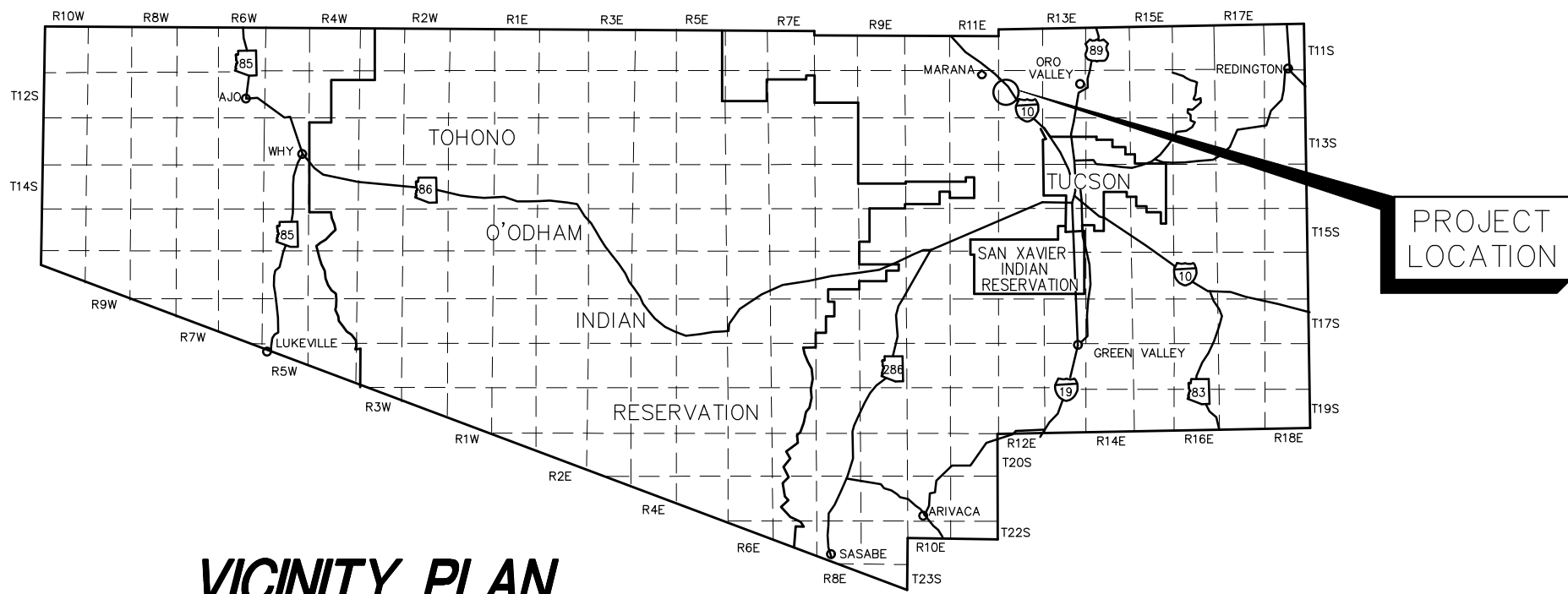
Undetermined Responsibility



Notes:

10/23/2018

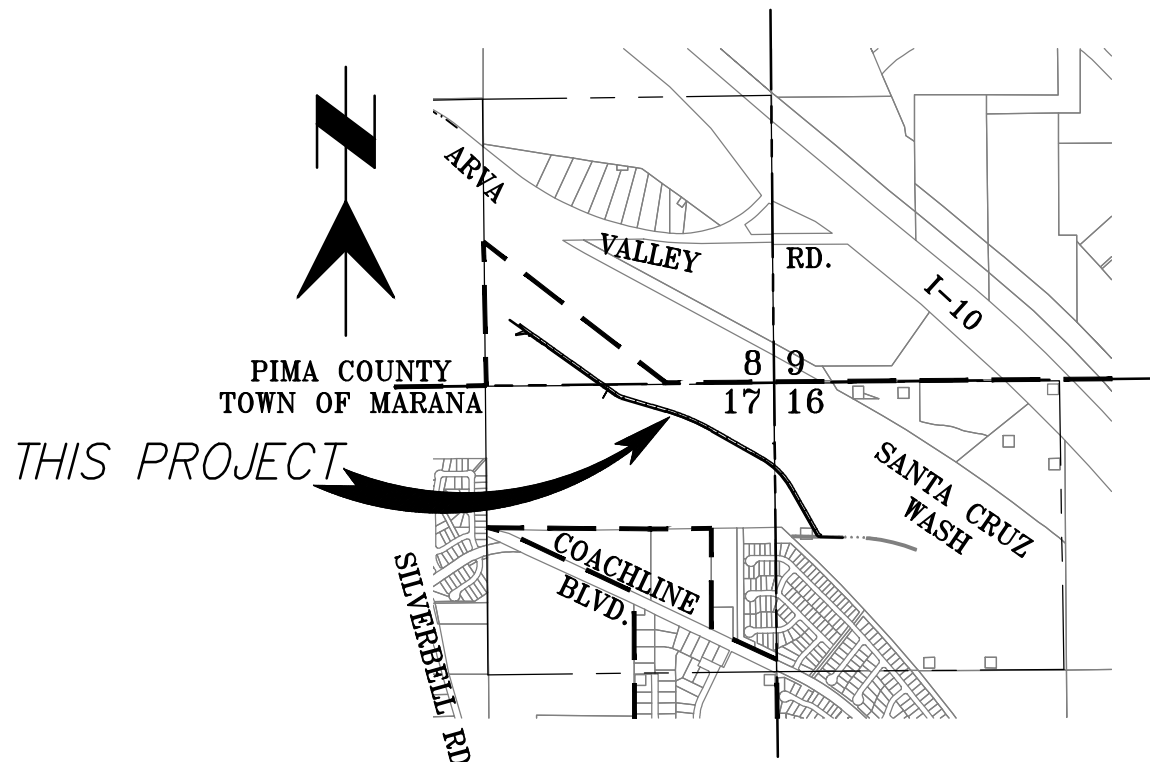
EXHIBIT B
95% Bank Protection Plans



VICINITY PLAN

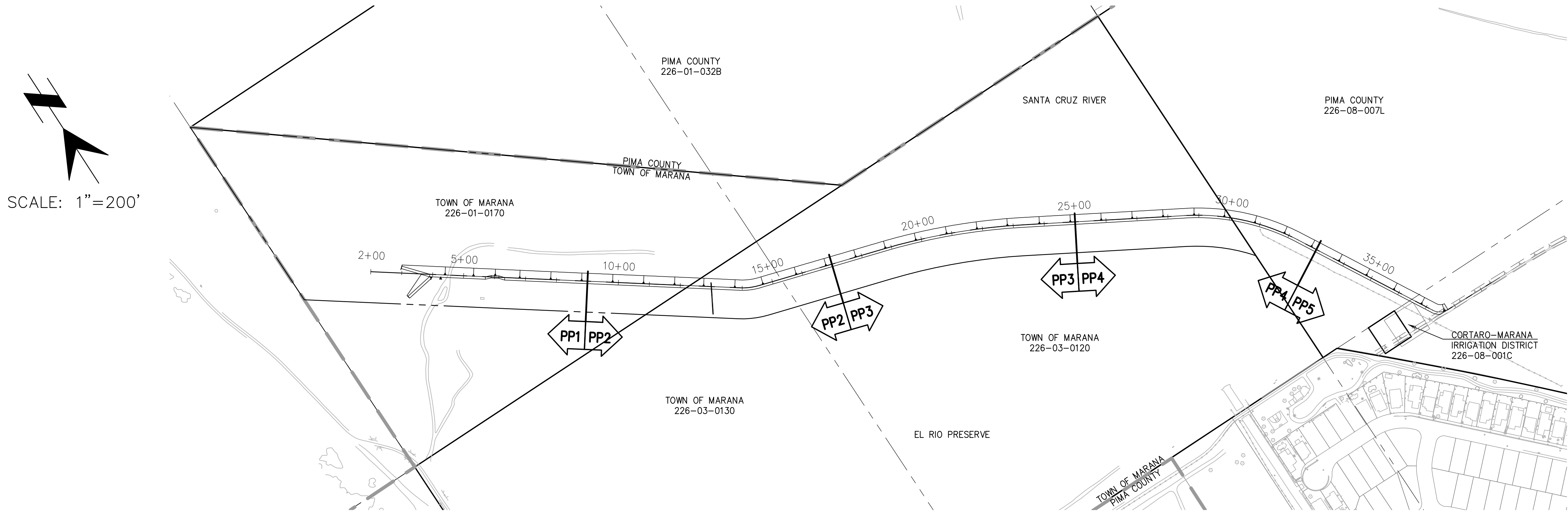
EL RIO PRESERVE
BANK PROTECTION
PCRFC D PROJECT No. 5LKMNA
95% PLANS

GENERAL DESCRIPTION OF PROJECT
THIS PROJECT WILL INCLUDE GRADING AND CONSTRUCTION
OF ±3,460 L.F. OF SOIL CEMENT BANK PROTECTION

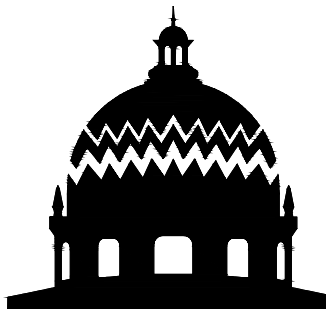


LOCATION MAP

Portion of Sections 8, 16 & 17
T-12-S, R-12-E, G & S R M
City of Marana, Pima County, Arizona
Scale: 3"=1 Mile



PROJECT INDEX MAP



PIMA COUNTY

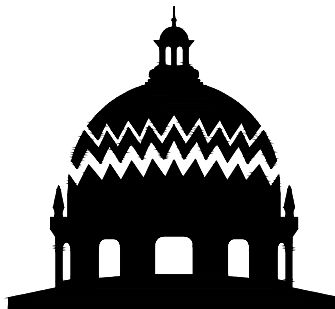
PIMA COUNTY BOARD OF DIRECTORS

RICHARD ELIAS	CHAIR	DISTRICT 5
ALLY MILLER	MEMBER	DISTRICT 1
RAMON VALADEZ	MEMBER	DISTRICT 2
SHARON BRONSON	MEMBER	DISTRICT 3
STEVE CHRISTY	MEMBER	DISTRICT 4

THIS PROJECT IS LOCATED IN SUPERVISOR DISTRICT 3

SHEET INDEX

SHEET NO.	PAGE NO.	SHEET DESCRIPTION
CS1	1	COVER SHEET
GN1-GN2	2-3	GENERAL NOTES
NR1-NR2	4-5	NEW RIGHT-OF-WAY SHEET
TS1	6	TYPICAL SECTIONS
CD1-CD3	7-9	CIVIL DETAILS
PP1-PP5	10-14	PLAN AND PROFILE SHEET
GR1-GR2	15-16	GRADING PLANS
SW1-SW4	17-21	STORMWATER POLLUTION PREVENTION PLANS
XS1-XS3	1-3	CROSS-SECTIONS (N.I.C.)



PIMA COUNTY
FLOOD CONTROL

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

NO.	REVIEWED BY	ENGINEER	DATE
NO.	AS BUILT	ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT			
201 N. STONE AVE., 9th FLOOR TUCSON, ARIZONA 85701			
SUZANNE SHIELDS, P.E., DIRECTOR			
REVIEWED BY	ENGINEER	DATE	APPROVED _____20__
MGR. DESIGN ENGR.			
MGR. FIELD ENGR.			
			DIRECTOR
SCALES:	HORIZ.: AS SHOWN VERT.: N/A	SHEET CS1 OF CS1	PAGE 1 OF 21

GENERAL NOTES:

- ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND DRAWINGS, 2015 EDITION, EXCEPT AS MODIFIED BY THE CONTRACT.
- UTILITY LOCATIONS SHOWN ON PLANS WERE COMPILED BASED ON RECORD DRAWINGS FROM THE TUCSON WATER DEPARTMENT AND THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT. ADDITIONAL SYSTEM MAPS WERE USED FOR THE LOCATION OF DRY UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES WITH THE APPROPRIATE ORGANIZATIONS. CONTACT "BLUE STAKE" AT 1-800-STAKE-IT TWO FULL WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY PIMA COUNTY IN WRITING OF ANY UTILITY LOCATIONS DISCOVERED DIFFERING FROM THE PLAN INFORMATION IN A TIMELY MANNER.
- RIGHT OF WAY ENCROACHMENTS SHALL BE REMOVED ONLY BY THE ORDER OF PIMA COUNTY, UNLESS OTHERWISE NOTED.
- REMOVAL OF ALL CACTI AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW", A.R.S., CHAPTER 7. (ARS SECTION 3-901, ET. SEQ.) AND THE PIMA COUNTY NATIVE PLANT PRESERVATION ORDINANCE.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, IN PARTICULAR SHORING OF TRENCHES.
- THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNMENTAL AGENCIES. SINCE THIS PROJECT IS IN CITY OF TUCSON, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A GRADING PERMIT, FLOODPLAIN USE PERMIT AND TRAFFIC CONTROL PERMIT FROM THE CITY PRIOR TO CONSTRUCTION. FOR WORK BEYOND THE SCOPE OF THESE PROJECT LIMITS, PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL OBTAIN A SEPARATE FLOODPLAIN AND/OR GRADING PERMIT PRIOR TO COMMENCING SUCH WORK.
- SOILS INFORMATION WILL BE MADE AVAILABLE TO PROSPECTIVE BIDDERS. SOILS INFORMATION SO PROVIDED SHALL BE FOR INFORMATION PURPOSES ONLY AND IS NOT TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS. THIS INFORMATION WAS DEVELOPED AS ACCURATELY AS POSSIBLE BY UTILIZING STANDARD METHODS. PIMA COUNTY ACCEPTS NO RESPONSIBILITY FOR ANY CONDITIONS ENCOUNTERED WHICH VARY FROM INFORMATION PROVIDED.
- CONTOUR LINES ON THE GRADING PLAN ARE TO USED FOR ROUGH GRADING. SPECIFIC SPOT ELEVATIONS ARE TO BE USED FOR FINAL GRADING AND CONSTRUCTION.
- THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE OWNER OR HIS REPRESENTATIVE. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
- EXISTING VEGETATION BEYOND THE LIMITS OF GRADING WILL BE PRESERVED IN PLACE. PRIOR TO GRADING, THE CONTRACTOR SHALL STAKE THE GRADING LIMITS AND CONDUCT A FIELD VISIT WITH THE ENGINEER AT WHICH TIME EXISTING VEGETATION THAT IS TO BE PRESERVED IN PLACE SHALL BE AGREED UPON AND CLEARLY MARKED. EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING THAT IS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. DAMAGED VEGETATION SHALL BE REPLACED WITH THE SAME SPECIES AND AT THE SAME SIZE OR LARGER. ADDITIONALLY, VEGETATION WITHIN THE GRADING LIMITS WHICH CAN BE PROTECTED IN PLACE WITH REASONABLE EFFORT, IS NOT IN CONFLICT WITH PROPOSED IMPROVEMENTS, AND DOES NOT POSE A SIGNIFICANT IMPEDIMENT TO CONSTRUCTION ACTIVITIES SHALL BE IDENTIFIED PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES AND MARKED ACCORDINGLY.

HORIZONTAL CONTROL

THIS PROJECT UTILIZES THE ARIZONA COORDINATE SYSTEM, 1983 (ACS 83), NAD83 (HARN 92), INTERNATIONAL FEET, AND IS LOCATED IN THE CENTRAL ZONE. THE CONTROL NETWORK WAS SURVEYED IN MAY, 2018 USING TRIMBLE GPS UNITS UTILIZING RTK METHODS AND INCORPORATED THE FOLLOWING CONTROL POINTS:

STATION (REFERENCE)			
J09	(PIMA CTY. OPUS CTRL.)	* PRIMARY CONTROL POINT	
G05	(PIMA CTY. OPUS CTRL.)		
NN 121	CZ2524 (NGS)		
H 140	CZ0522 (NGS)		

SURFACE COORDINATES AND/OR DISTANCES WERE COMPUTED FROM THE ACS 83 COORDINATES BY APPLYING A PROJECT SPECIFIC GRID TO A SURFACE COMBINED ELEVATION AND SCALE FACTOR (CF) AT A CENTRAL POINT (NCP/ECP); COORDINATES WERE NOT TRUNCATED:

NP LOC = (NP ACS83 – NCP ACS83) * CF + NCP ACS83

EP LOC = (EP ACS83 – ECP ACS83) * CF + ECP ACS83

WHERE: NP LOC = LOCAL NORTH NP ACS83 = ACS 83 NORTH
NCP ACS83 = ACS 83 AT CENTRAL POINT
EP LOC = LOCAL EAST EP ACS83 = ACS 83 EAST
ECP ACS83 = ACS 83 AT CENTRAL POINT

COMBINED FACTOR (CF) = 1.0001278096

N 508803.790 (ACS83) E 942315.108 (ACS83) *CENTRAL POINT

VERTICAL CONTROL

The vertical datum for this project is the North American Vertical Datum, 1988 (NAVD88). The bench marks used for this project were:

Station	Reference	Elevation	
H 140	CZ0522 (NGS)	2089.95	
B 424	CZ1431 (NGS)	2073.34	* Project Benchmark

Note: Orthometric heights (elevations) were derived from GPS ellipsoid height measurements and the application of a high-resolution hybrid geoid model, Geoid 12A.



SCALES:	HORIZ. N/A
	VERT. N/A

SHEET GN1 OF GN2

PAGE 2 OF 21

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	DATE
CR	11/2019
DRAWN:	DATE
CR/KL/EA	11/2019
CHECKED:	DATE
KL	11/2019
PROJ. ENG.:	DATE
CR	11/2019

NO.	REVISION	DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S
333 E. Wetmore Road, Suite 450
Tucson, AZ 85706
(520) 292-2300 (520) 292-1290 (FAX)

GENERAL NOTES
FOR
EL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PIMA COUNTY W.O. 5LKMVA

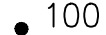
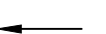
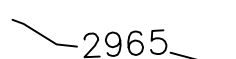
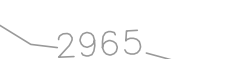
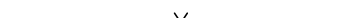
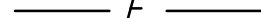
EARTHWORK QUANTITIES

APPROXIMATE EARTHWORK QUANTITIES*	
SOIL CEMENT QUANTITIES	
SOIL CEMENT (IN-PLACE)	25003
SHRINKAGE AND SCREENING ADJUSTMENT (15%)	3750
NEAT LINE AND TRIMMING ADJUSTMENT (7%)	1750
REQUIRED AGGREGATE FOR SOIL CEMENT	30503
BACKFILL QUANTITIES	
EMBANKMENT AND GENERAL BACKFILL (IN-PLACE)	184
SHRINKAGE AND SCREENING ADJUSTMENT (10%)	2
REQUIRED AGGREGATE FOR BACKFILL	186
TOTAL REQUIRED AGGREGATE	30689
AGGREGATE SOURCES	
DRAINAGE EXCAVATION	36262
STRUCTURAL EXCAVATION	-----
TOTAL AVAILABLE AGGREGATE	36262

*ALL QUANTITIES IN CUBIC YARDS IN PLACE

NOTE: THE QUANTITIES ABOVE ARE APPROXIMATE AND MAY VARY SIGNIFICANTLY DEPENDING ON FIELD CONDITIONS AND THE PRECISE NATURE OF THE MATERIAL ENCOUNTERED DURING CONSTRUCTION. GEOTECHNICAL ANALYSIS WAS COMPLETED ON MATERIALS WITHIN THE PROJECT LIMITS. HOWEVER, THE RESULTS OF THE ANALYSIS AS WELL AS FIELD OBSERVATIONS INDICATE CONDITIONS VARY WIDELY OVER THE PROJECT EXTENTS.

LEGEND

NEW	EXISTING	FEATURE
		SANITARY SEWER
		OVERHEAD ELECTRIC LINE
		UNDERGROUND ELECTRIC LINE (BLUESTAKE)
		WATER MAIN & VALVE
		GAS MAIN (BLUESTAKE)
		IRRIGATION CONTROL VALVE
		ELECTRICAL BOX
		ELECTRIC METER
		TRAFFIC SIGNAL
		SIGNAL LIGHT
		LIGHT POLE
		WATER METER BOX
		HORIZ./VERT. CONTROL POINT
		FLOW ARROW
		SECTION CORNERS
		FINISHED GRADE
		CONTOUR LINE
		Barricade Railing
		Post & Cable
		Direction of Slope
		Utility Pole
		Sign
		Survey Monument
		Benchmark
		Section Line & Corner
		Cut Limits
		Fill Limits
		Preservation Fencing
		100 Year WSE
		Property Line
		Survey Control Line
		Existing Ground Profile
		Finished Flowline
		Temp. Construction Esmt. (TCE)
		R/W Line
		Finished Grade Elevation



SCALES:	HORIZ. N/A	SHEET GN2 OF GN2
	VERT. N/A	

SUZANNE SHIELDS, P.E., DIRECTOR

NO.	REVISION	DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

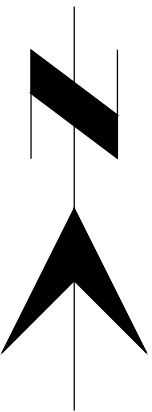
P S O M A S
333 E. Wetmore Road, Suite 400
Tucson, AZ 85704
(520) 292-2300 (520) 292-1290 (FAX)

GENERAL NOTES
FOR
EL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

SUZANNE SHIELDS, P.E., DIRECTOR

PIMA COUNTY W.O. 5LKMNA



SCALES:	HORIZ. 1"=150'
	VERT. N/A

PAGE 4 OF 21

95% SUBMITTAL
NOT FOR
CONSTRUCTION

			DATE
DESIGNED:	CR		11/2019
DRAWN:	CR/KL/EA		11/2019
CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

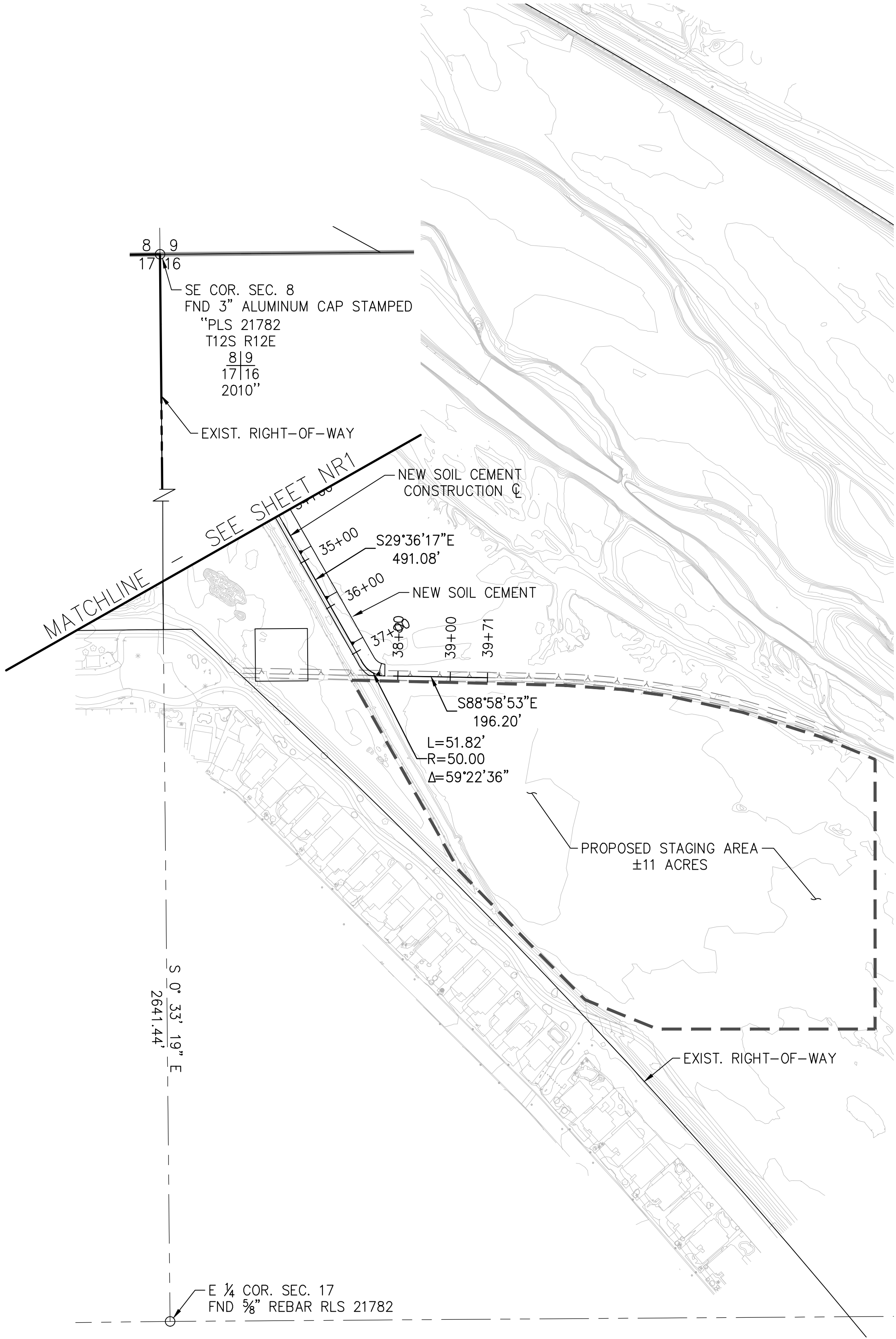
NEW RIGHT-OF-WAY SHEET
FOR
EL RIO PRESERVE
BANK PROTECTION

PSOMAS

PIMA COUNTY W.O. 5LKMNA

SUZANNE SHIELDS, P.E., DIRECTOR

T:\7FC08010\ENGR\SHETS\PHASE 1 PLANS\Right-of-Way\RWI.dwg RWP Last Saved: Fri, 08 Nov 2019 3:46:14 PM Plotted: Friday, November 8, 2019 3:46:14 PM



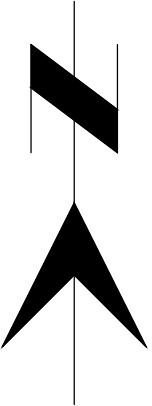
NOTE:
CONTRACTOR TO COORDINATION WITH CMID FOR CONSTRUCTION WATER.



SCALES: HORIZ. 1"=150'
VERT. N/A

SHEET NR2 OF NR2

PAGE 5 OF 21



PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

SUZANNE SHIELDS, P.E., DIRECTOR

NEW RIGHT-OF-WAY SHEET
FOR
EL RIO PRESERVE
BANK PROTECTION

P S O M A S
333 E. Wetmore Road, Suite 450
(520) 292-2300 (520) 292-1290 (FAX)

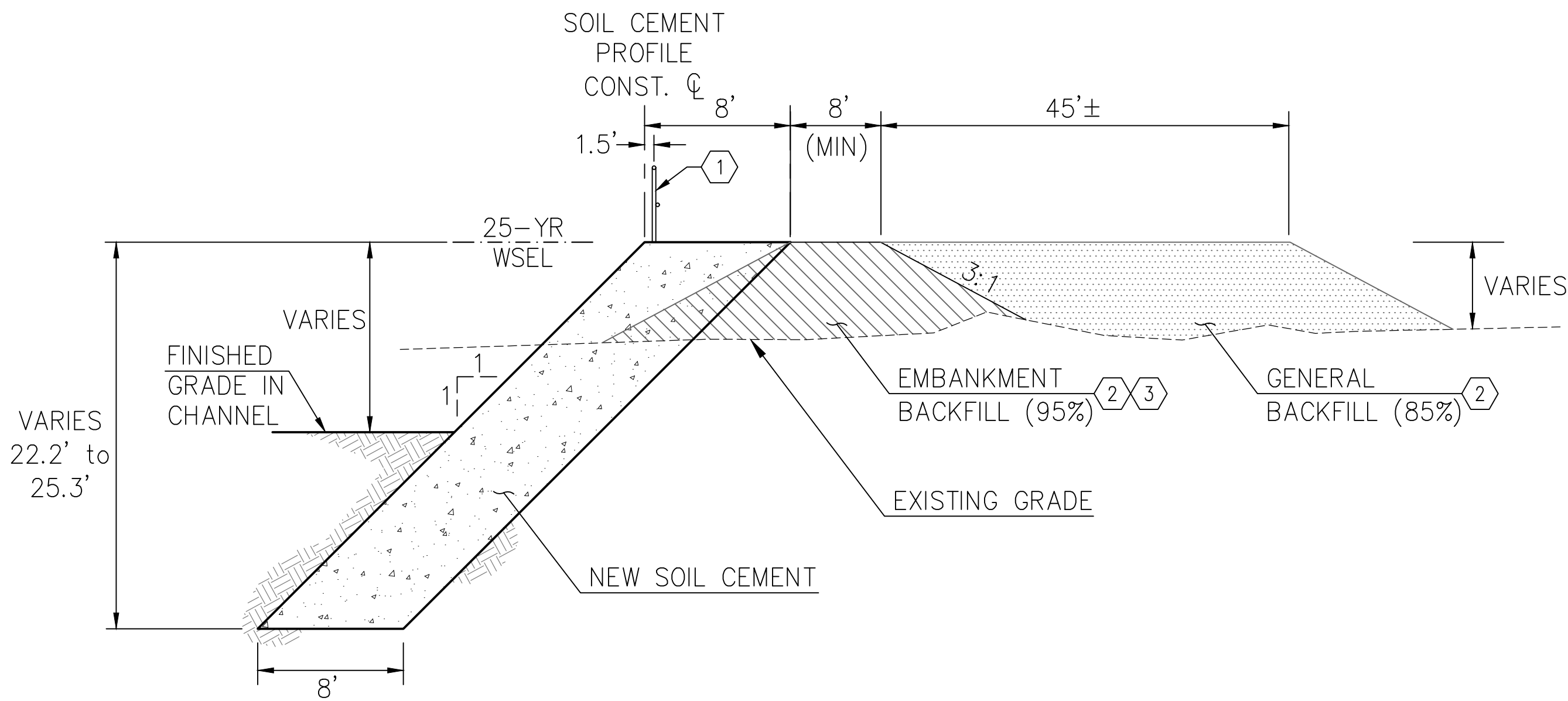
95% SUBMITTAL
NOT FOR
CONSTRUCTION

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

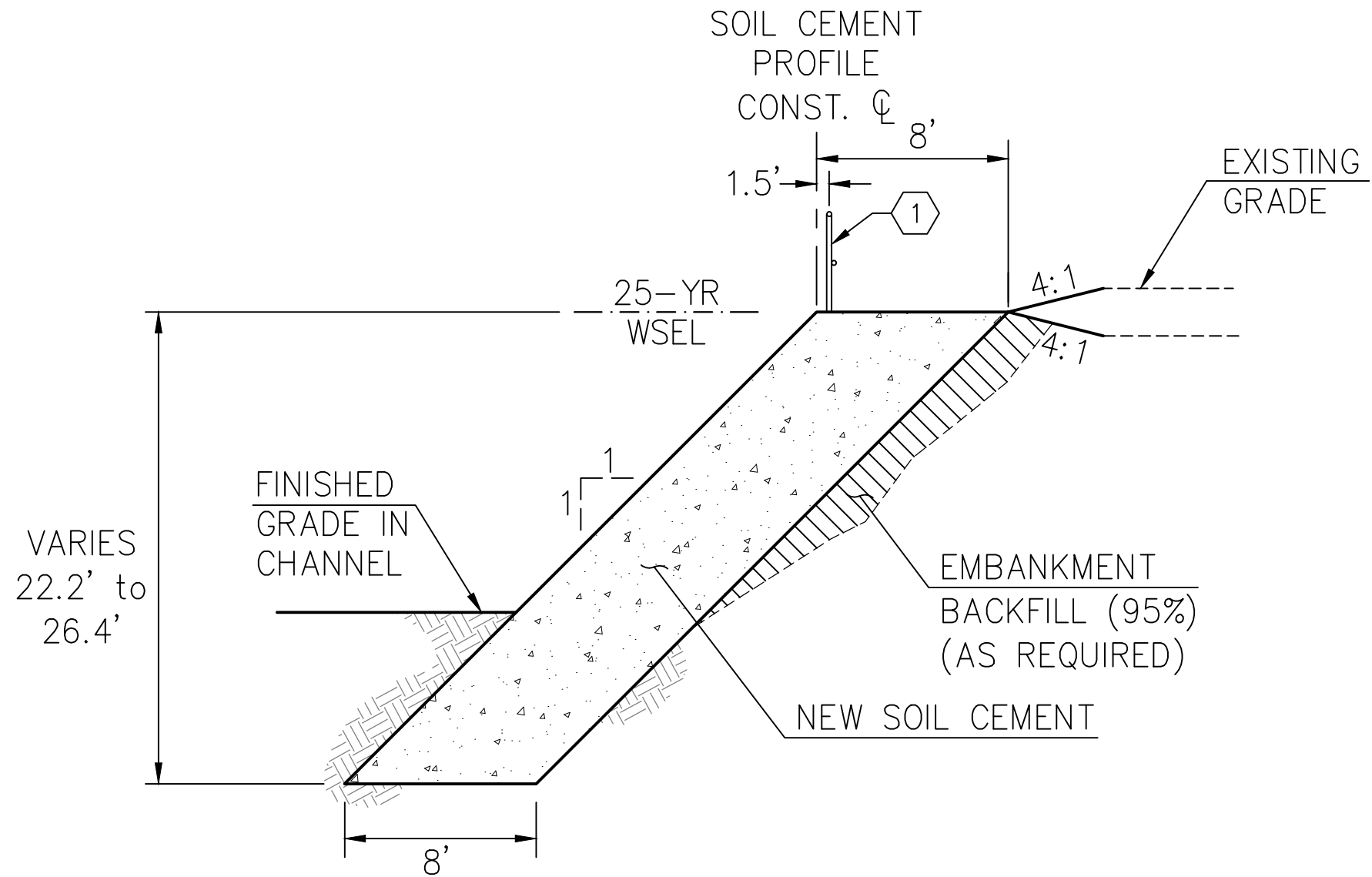
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DESIGNED:	CR	11/2019
DRAWN:	CR/KL/EA	11/2019
CHECKED:	KL	11/2019
PROJ. ENG.:	CR	11/2019

PIMA COUNTY W.O. 5LKMNA

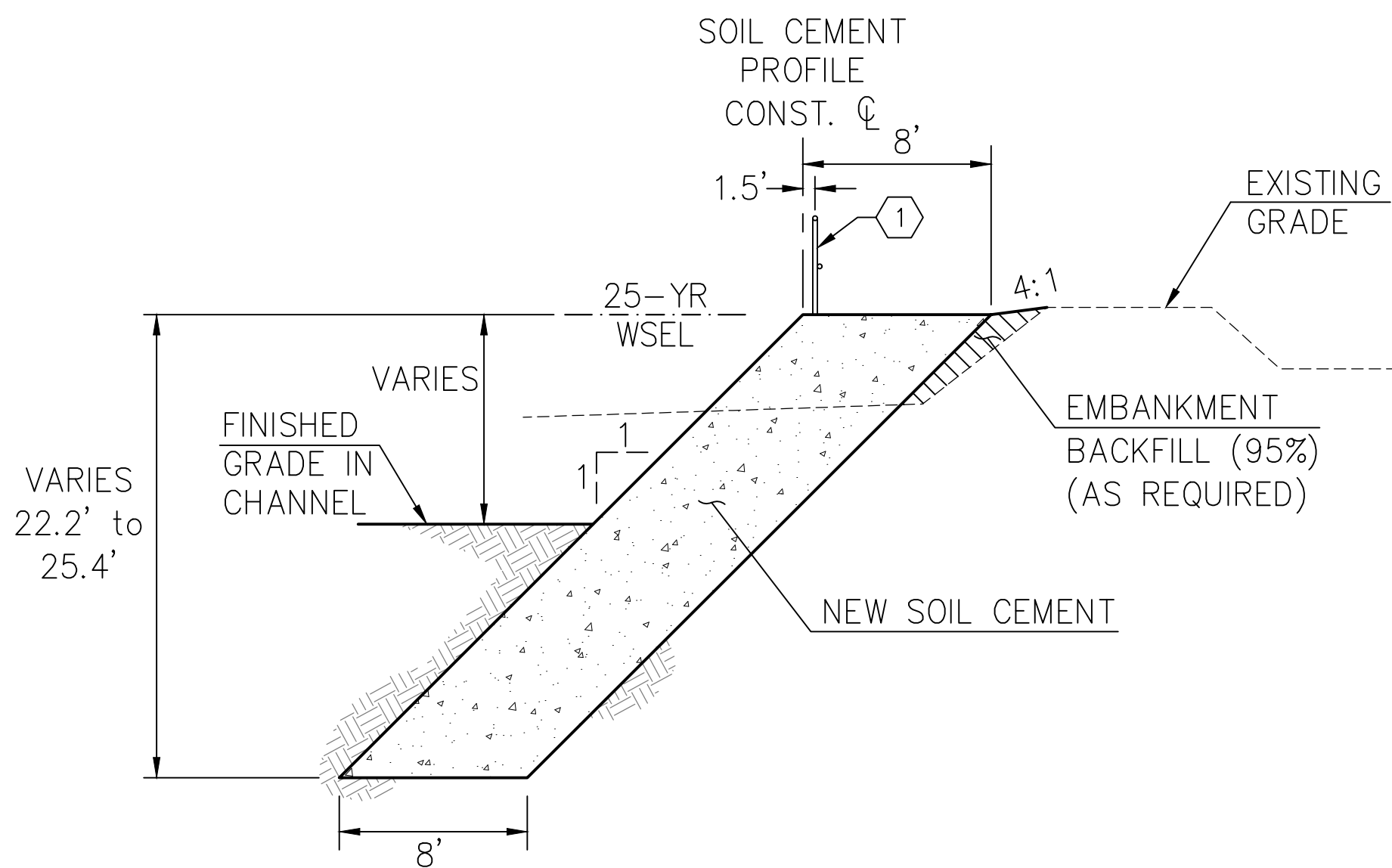
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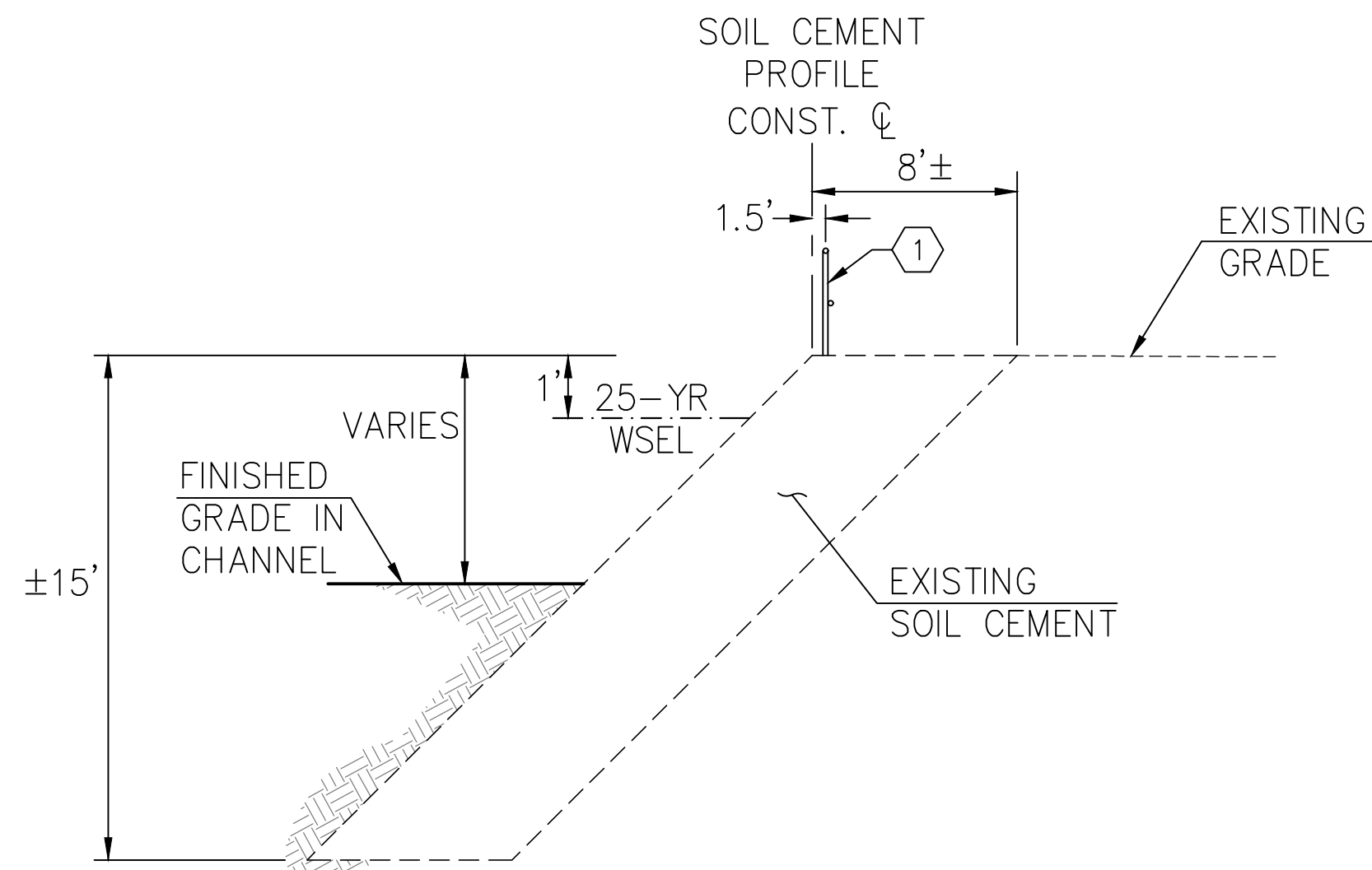
(A) TYPICAL SOIL CEMENT SECTION
STA 4+85 TO STA 29+90 NTS



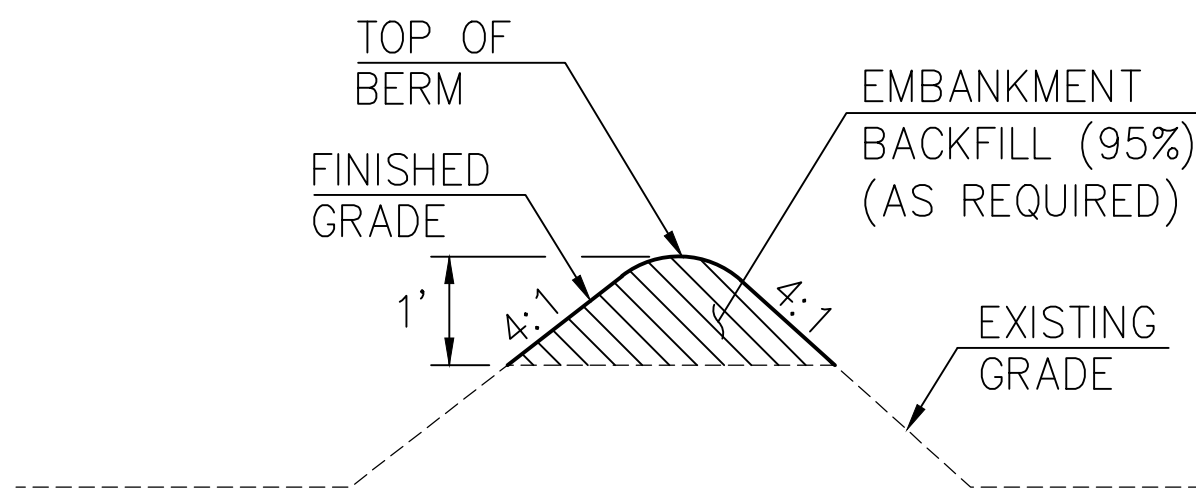
(B) TYPICAL SOIL CEMENT SECTION
STA 3+00 TO STA 4+85
STA 29+90 TO STA 37+75 NTS



(C) TYPICAL SOIL CEMENT SECTION NTS



(D) TYPICAL SOIL CEMENT SECTION NTS



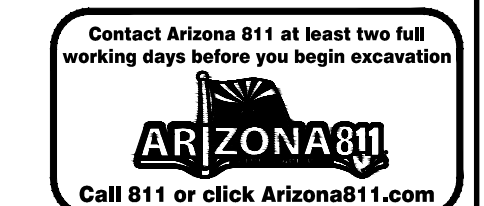
(E) TYPICAL SOIL CEMENT SECTION NTS

KEYNOTES:

- NEW BARRICADE RAILING PER PC/COT STD. DTL. 105
- FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF SANTA CRUZ RIVER MAINTENANCE PROJECT. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT.
- EXISTING EMBANKMENT BACKFILL SHALL BE TESTED TO VERIFIED 95% COMPACTION. IF BACKFILL DOES NOT MEET MINIMUM COMPACTION THE MATERIAL SHALL BE REMOVED AND RECOMPACTED TO 95%.

NOTE: DUE TO VARYING CONDITIONS, TYPICAL SECTION STATIONING AND DIMENSIONING ARE APPROXIMATE AND ALL CONDITIONS ARE NOT REPRESENTED. SEE PLAN AND PROFILE, AND DETAIL SHEETS FOR SPECIFIC DESIGN INFORMATION.

SCALES: HORIZ. N/A
VERT. N/A



SHEET TS1 OF TS1

PAGE 6 OF 21

SUZANNE SHIELDS, P.E., DIRECTOR

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE
DESIGNED:	CR		
DRAWN:	CR/KL/EA		
CHECKED:	KL		
PROJ. ENG.:	CR		

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

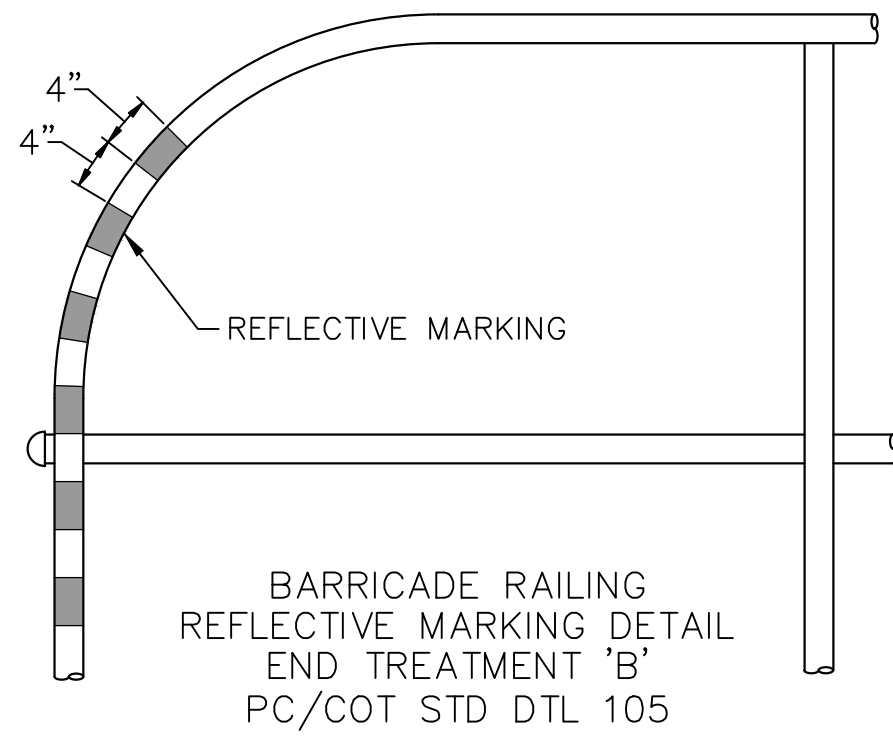
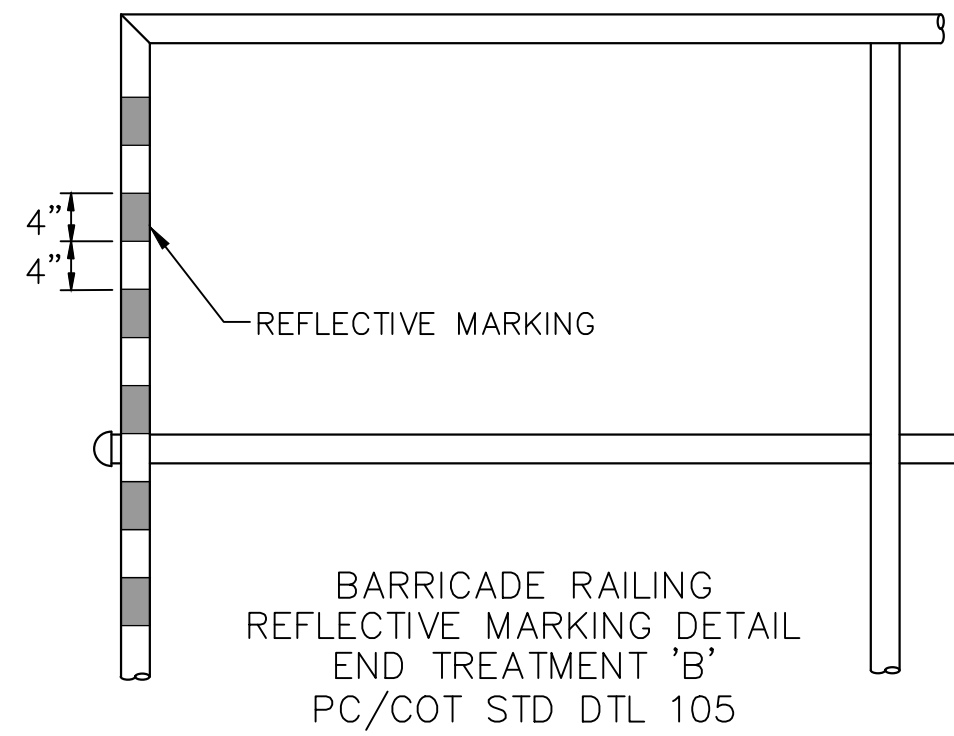
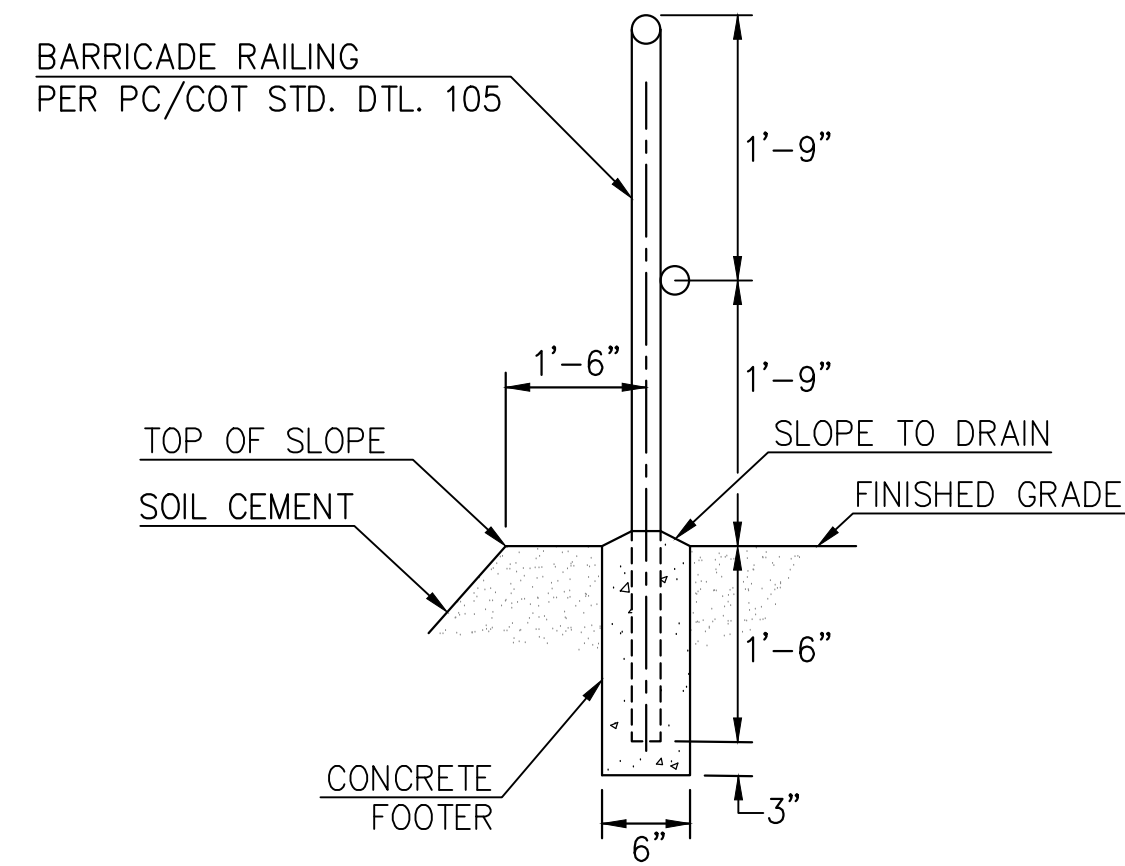
95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S
333 E. Wetmore Road, Suite 450
Tucson, AZ 85718
(520) 292-2300 (520) 292-1290 (FAX)

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

TYPICAL SECTIONS
FOR
EL RIO PRESERVE
BANK PROTECTION

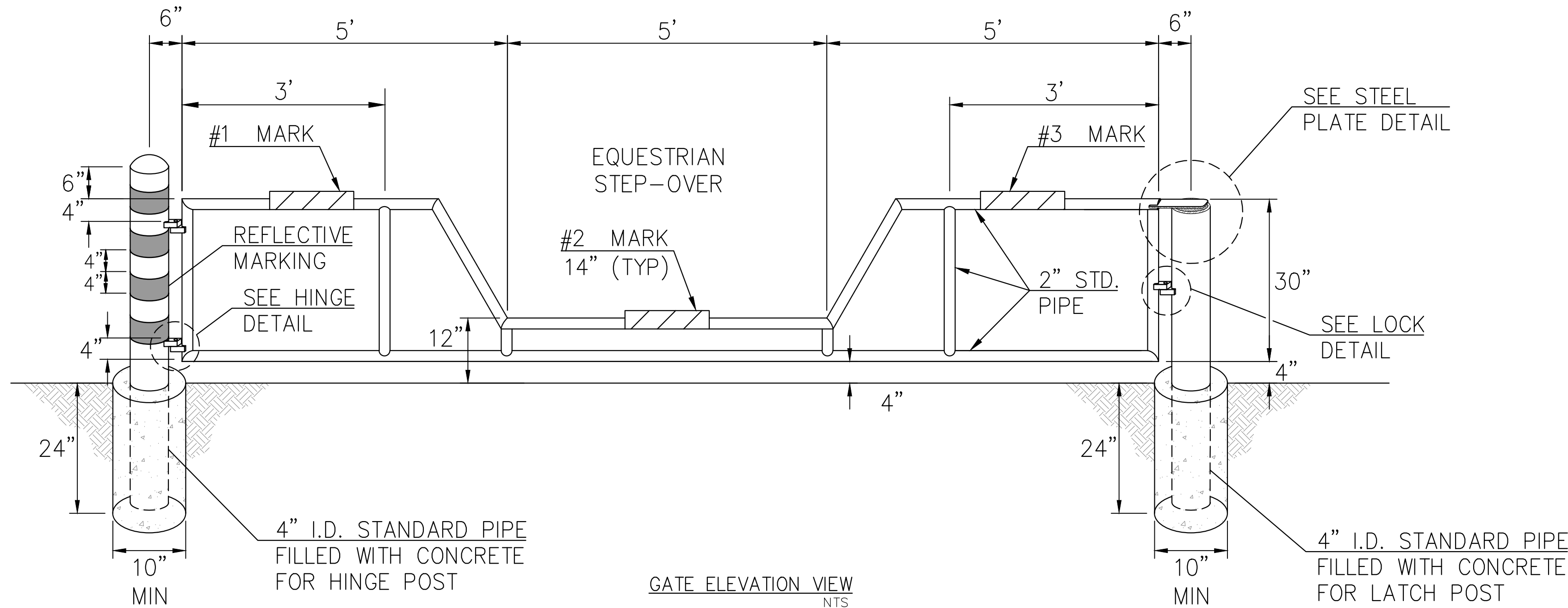
PIMA COUNTY W.O. 5LKMNA



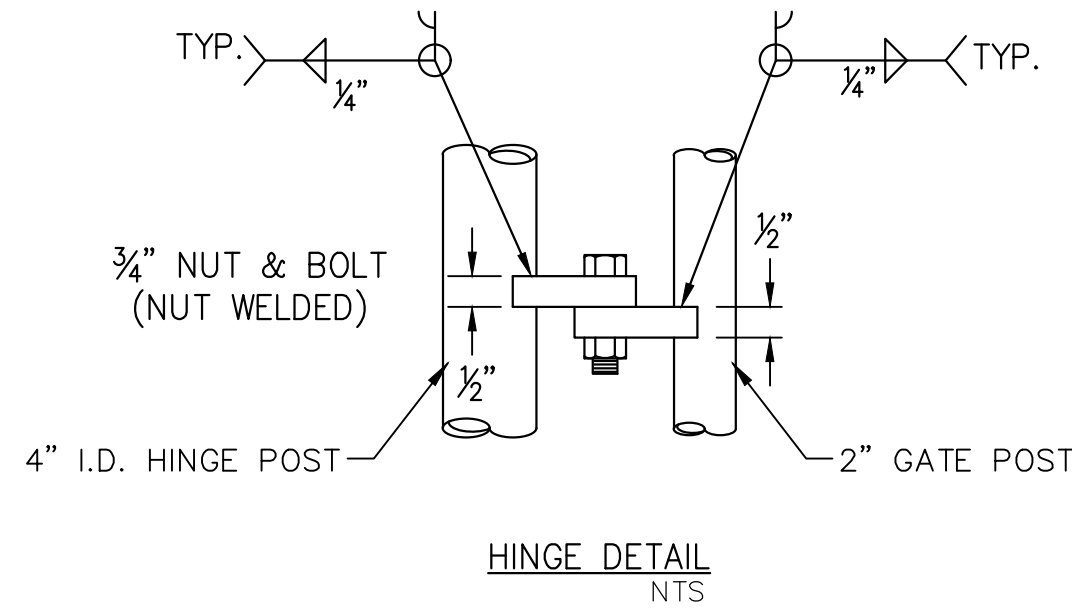
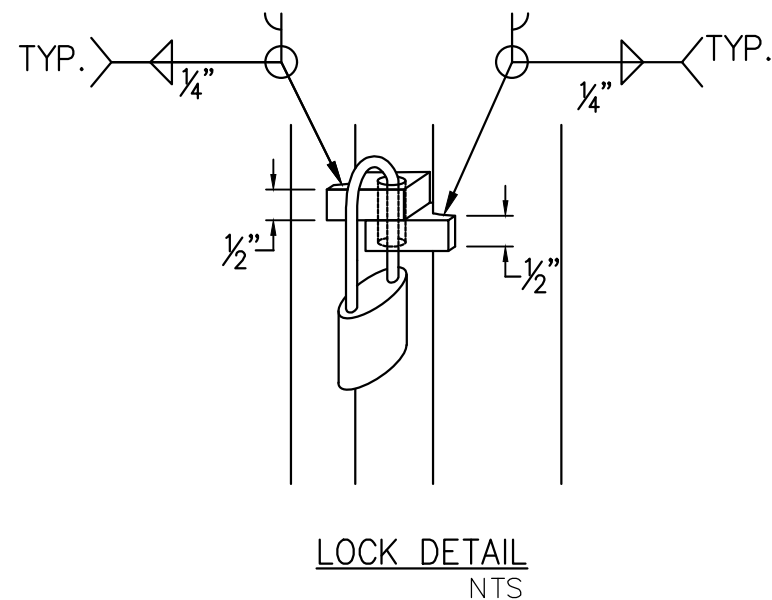
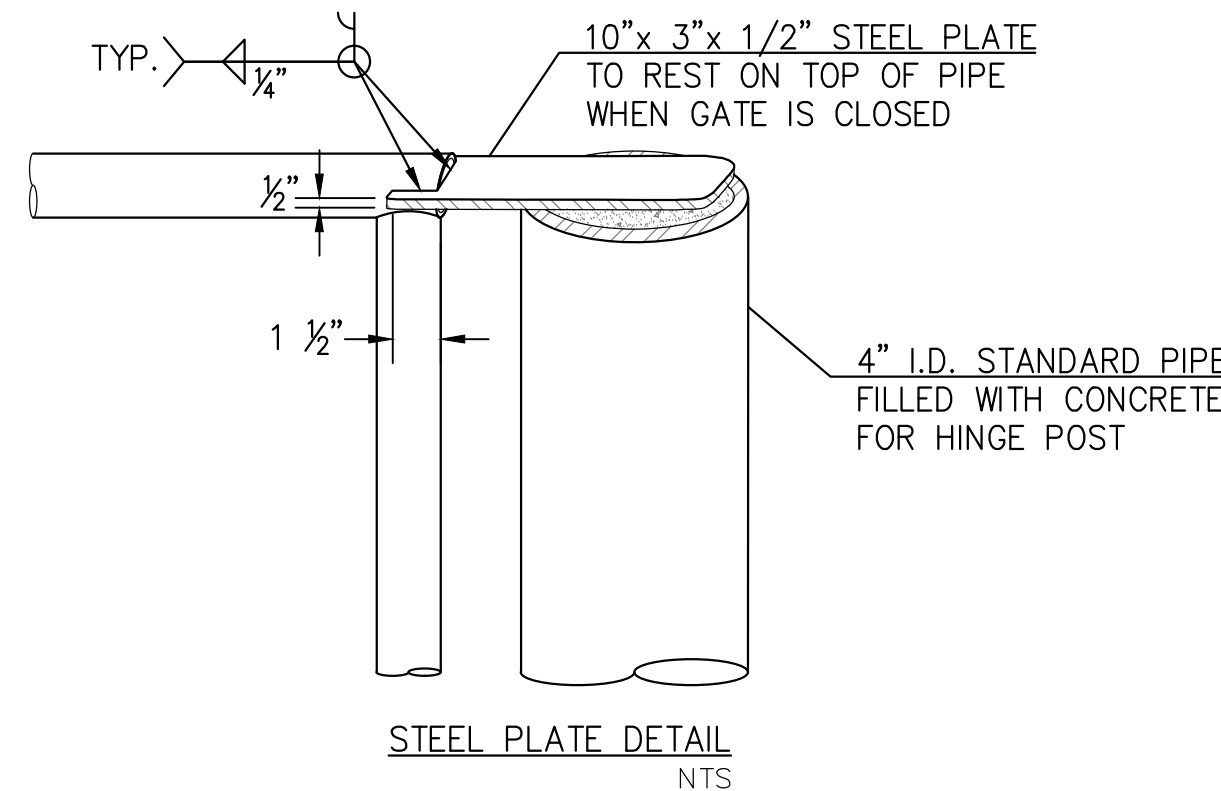
A BARRICADE END TREATMENT AND MARKINGS
END TREATMENT 'A' – PC/COT STD DTL 105

B BARRICADE END TREATMENT AND MARKINGS
END TREATMENT 'B' – PC/COT STD DTL 105

C BARRICADE RAILING IN SOIL CEMENT
MODIFIED PC/COT STD DTL 105



GATE ELEVATION VIEW
NTS



D TYPICAL ACCESS GATE AND EQUESTRIAN STEP-OVER

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	OR/KL/EA	DATE	11/2019
CHECKED:	KL	DATE	11/2019
PROJ. ENG.:	CR	DATE	11/2019

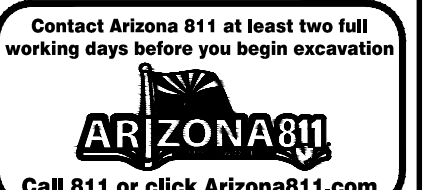
NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S
333 E. Wetmore Road, Suite 450
Tucson, AZ 85718
(520) 292-2300 (520) 292-1290 (FAX)

CIVIL DETAILS
FOR
EL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

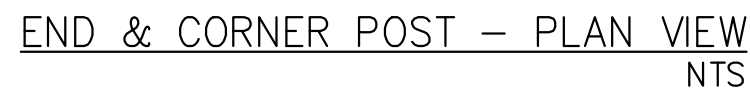
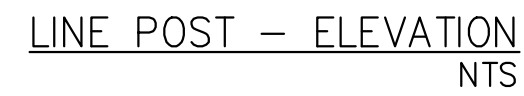


SCALES: HORIZ. N/A
VERT. N/A

SHEET CD1 OF CD3

PAGE 7 OF 21

2. AT CORNERS, PROVIDE SECOND "END CONDITION" PANEL AT RIGHT ANGLE TO FIRST.



1. CABLE TO BE TERMINATED AT END/CORNER PANELS ONLY.
SPlicing OF CABLE BETWEEN END/CORNER PANELS IS PROHIBITED.
2. DISTANCE BETWEEN POSTS SHALL BE 12'-0".
3. PLACE CABLE CLAMPS ON BOTH SIDES OF POST (8" FROM CENTER
EVERY FOURTH POST TO PREVENT REMOVAL OF CABLE. CUT CABLE
EVERY 250', OVERLAP AND SPLICE WITH THREE CABLE CLAMPS.

A

SUZANNE SHIELDS, P.E., DIRECTOR

P S O M A S
333 E. Wetmore Road, Suite 450
Tucson, Arizona 85705
(520) 292-2300 (520) 292-1290 (FAX)

[illegible]

		DATE
DESIGNED:	CR	11/2019
DRAWN:	CR/KL/EA	11/2019
CHECKED:	KL	11/2019
PROJ. ENG.:	CR	11/2019

PIMA COUNTY W.O. 5LKMNA

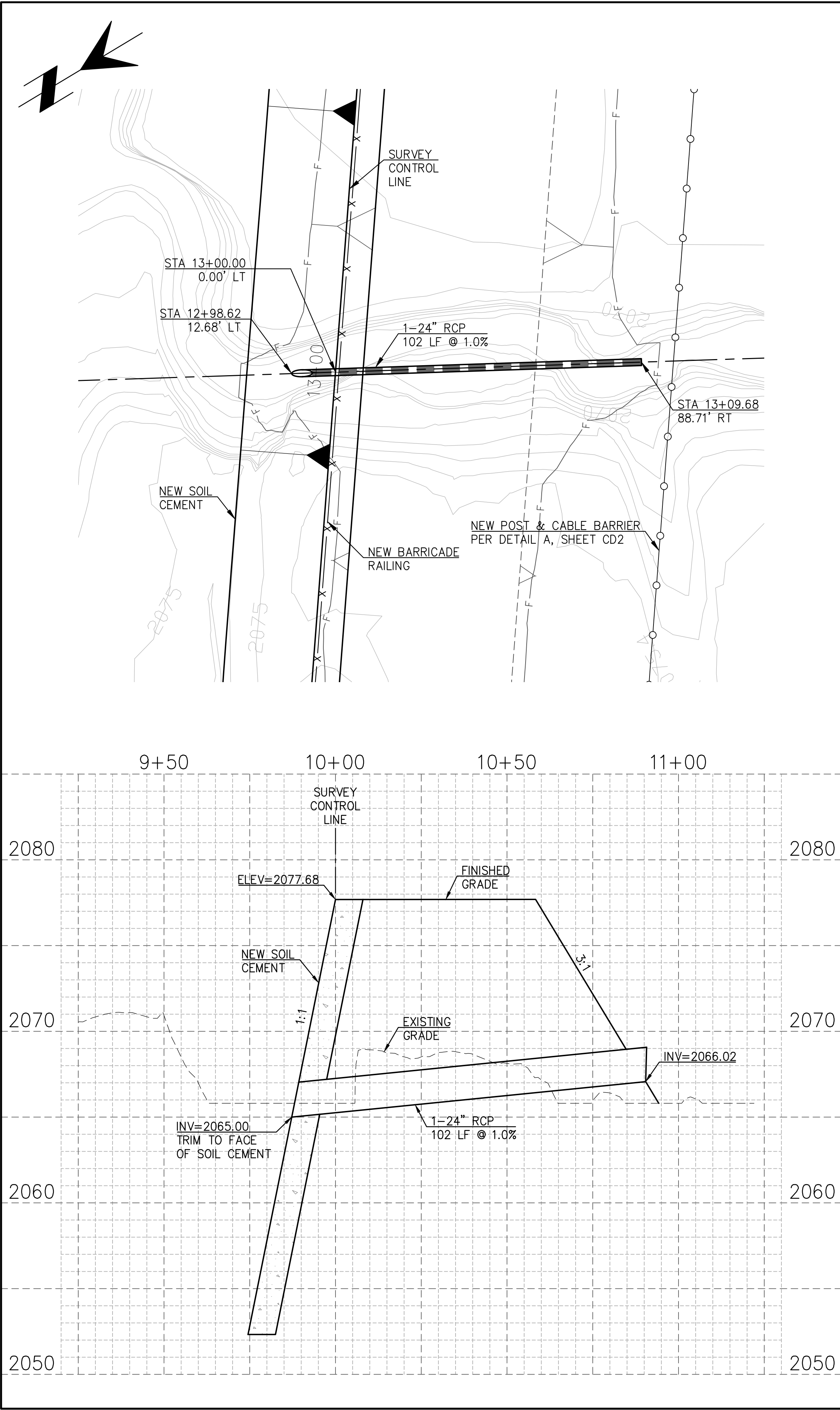
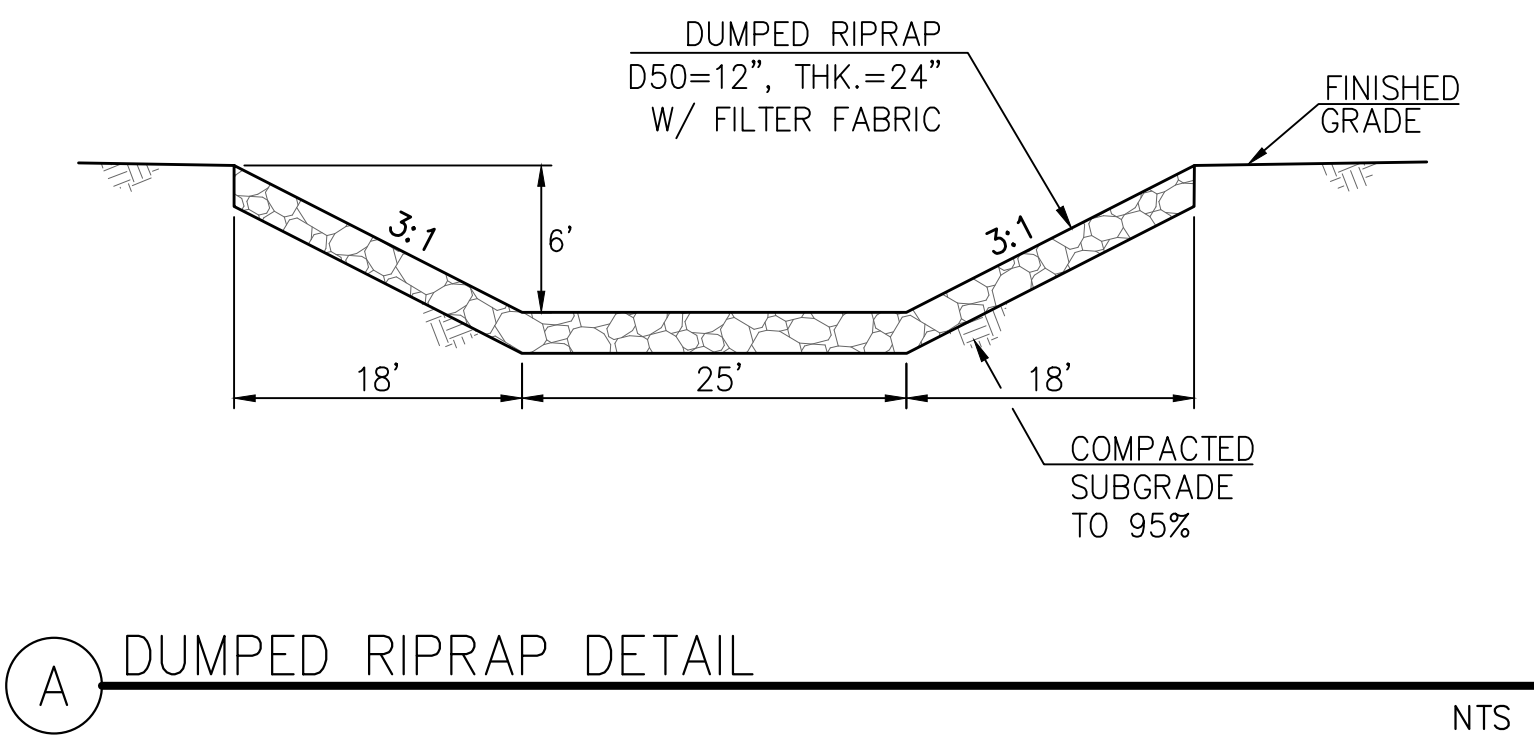
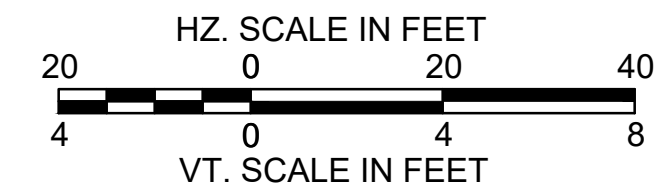


SHEET CD2 OF CD3

SHEET CD2 OF CD3

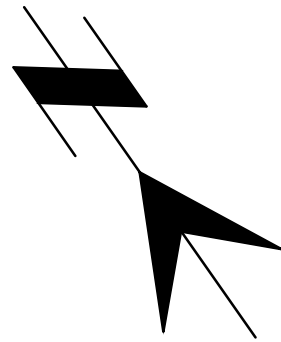
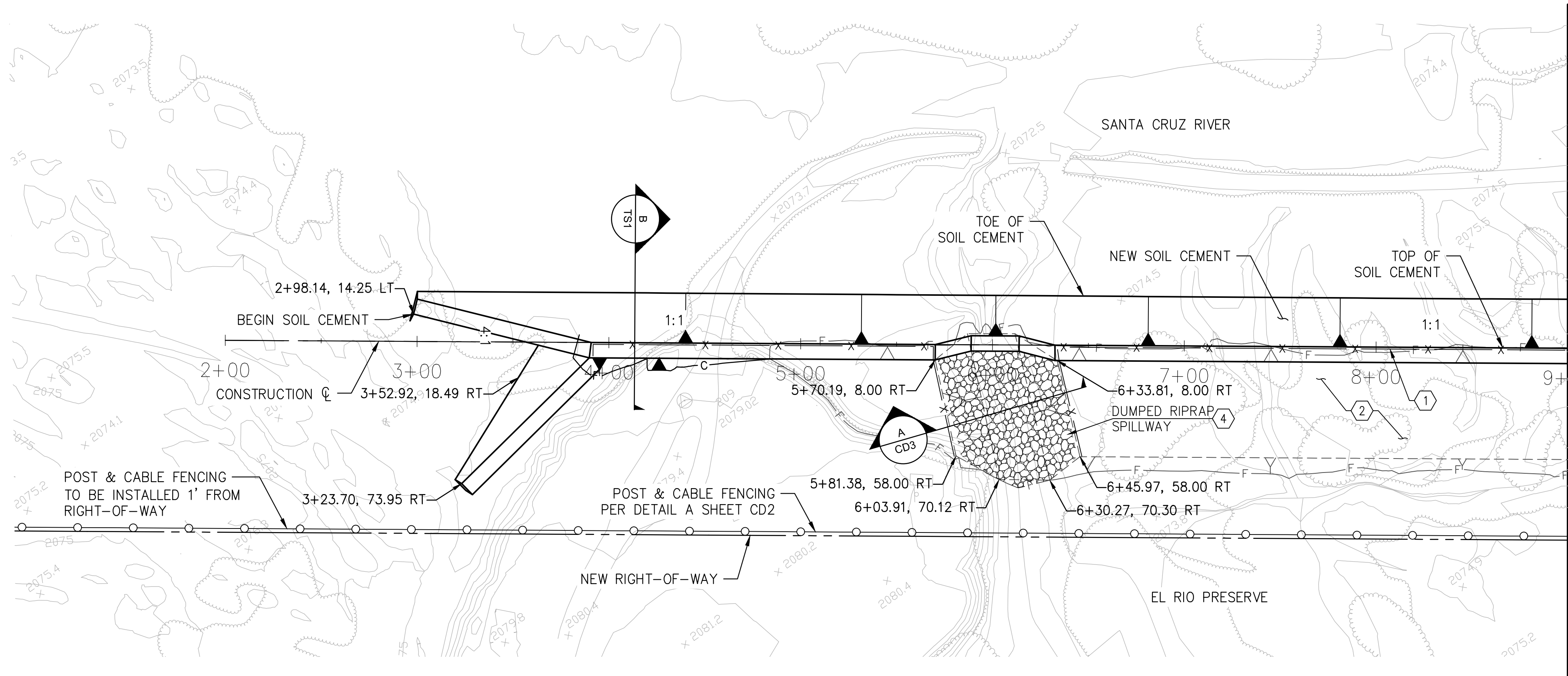
SHEET CD2 OF CD3

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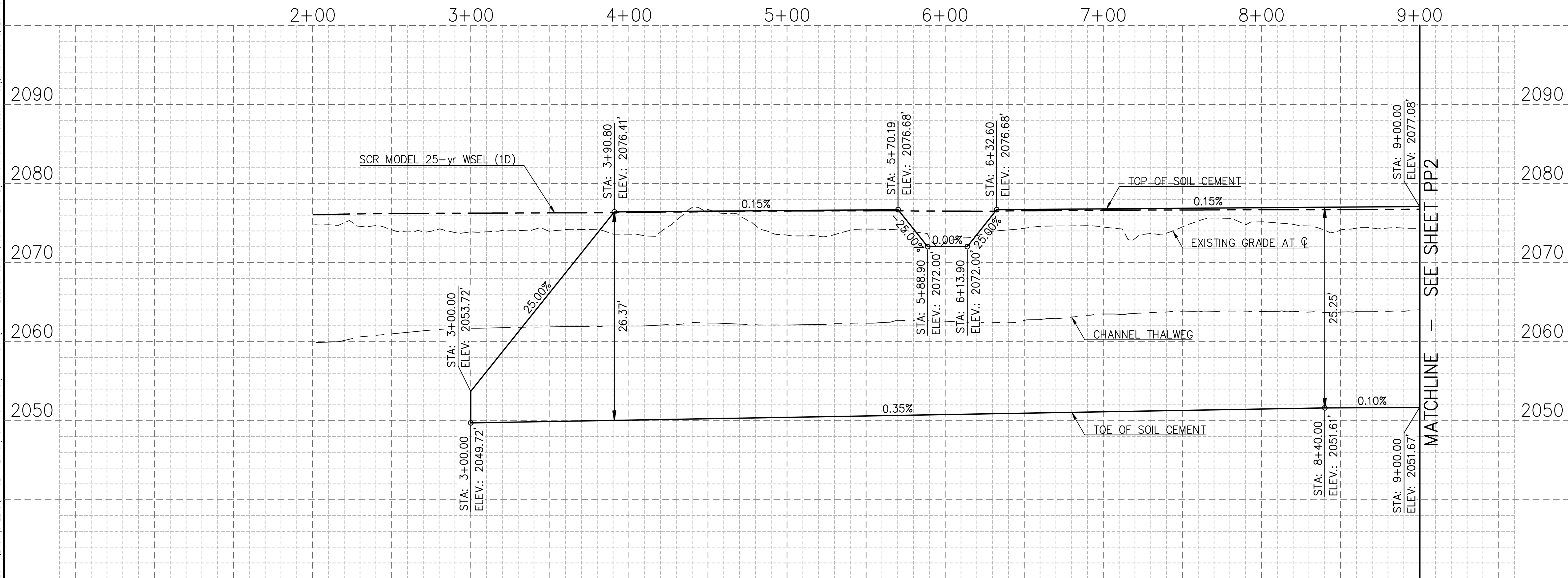
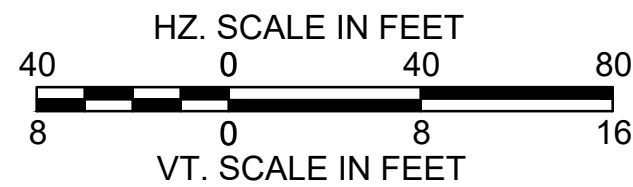


SCALES:	HORIZ. 1"=20'	SHEET CD2 OF CD3	PAGE 9 OF 21
	VERT. 1"=4'		

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT		SUZANNE SHIELDS, P.E., DIRECTOR	
CIVIL DETAILS FOR EL RIO PRESERVE BANK PROTECTION		DESIGNED: CR DRAWN: CR/KL/EA CHECKED: KL PROJ. ENG.: CR	
95% SUBMITTAL NOT FOR CONSTRUCTION		DATE: 11/2019	
P S O M A S 333 E. Wetmore Road, Suite 450 (520) 892-2300 (520) 292-1290 (FAX)		DATE: 11/2019	
PIMA COUNTY W.O. 5LKMNA		DATE: 11/2019	



I:\PROJECTS\01\VENGRY SHEETS\PHASE 1\PLANS\Plan And Profile\PP1-PP5.dwg, PP1, Last Saved: Fri, 08 Nov 2019 8:47:26 PM, Plotted: Friday, November 8, 2019 3:47:26 PM



KEYNOTES:

- 1 NEW BARRICADE RAILING PER PC/COT STD. DTL. 105. SEE DETAL SHEET CD1.
- 2 FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF PROJECT XXXXX. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT.
- 4 285 CY DUMPED RIPRAP PER DETAIL A, SHEET CD3

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA	DATE	11/2019
CHECKED:	KL	DATE	11/2019
PROJ. ENG.:	CR	DATE	11/2019

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S

333 E. Wetmore Road, Suite 450
Tucson, Arizona 85705
(520) 292-3300 (520) 292-1290 (FAX)

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PLAN AND PROFILE
FOR

EL RIO PRESERVE
BANK PROTECTION

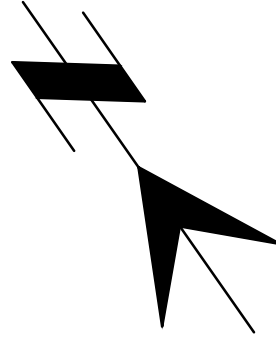
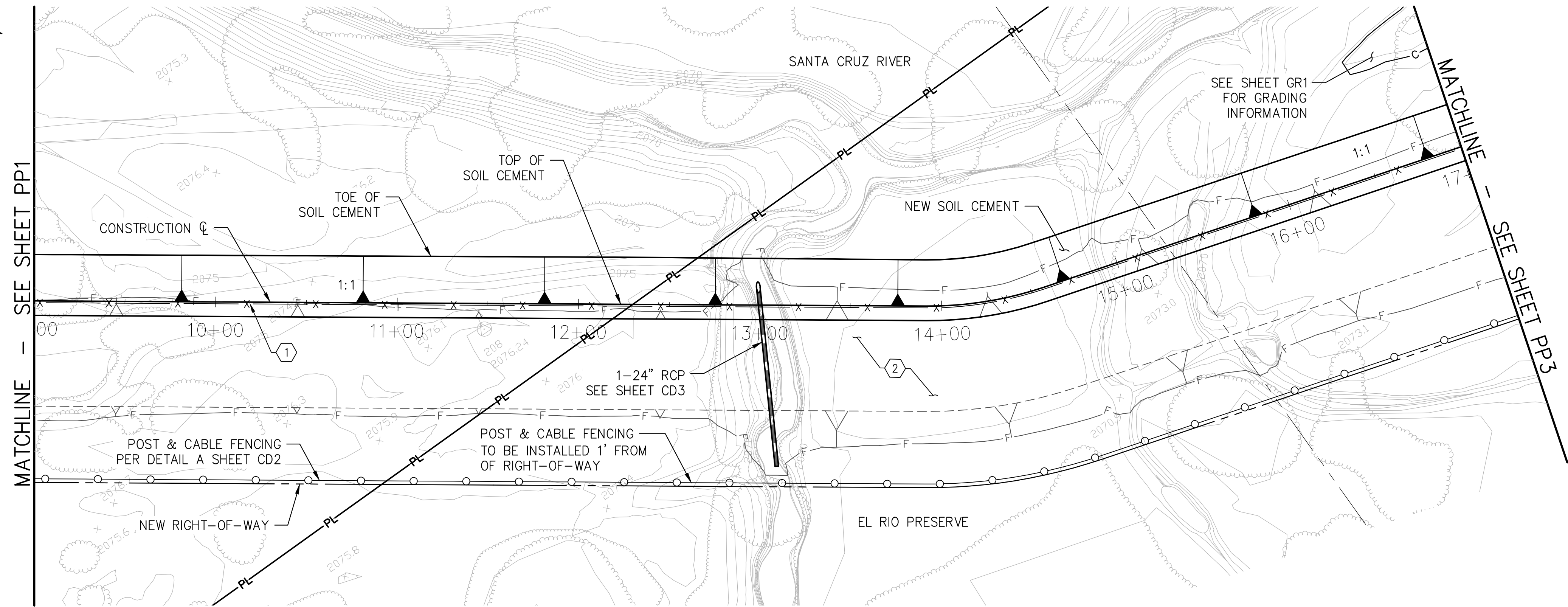
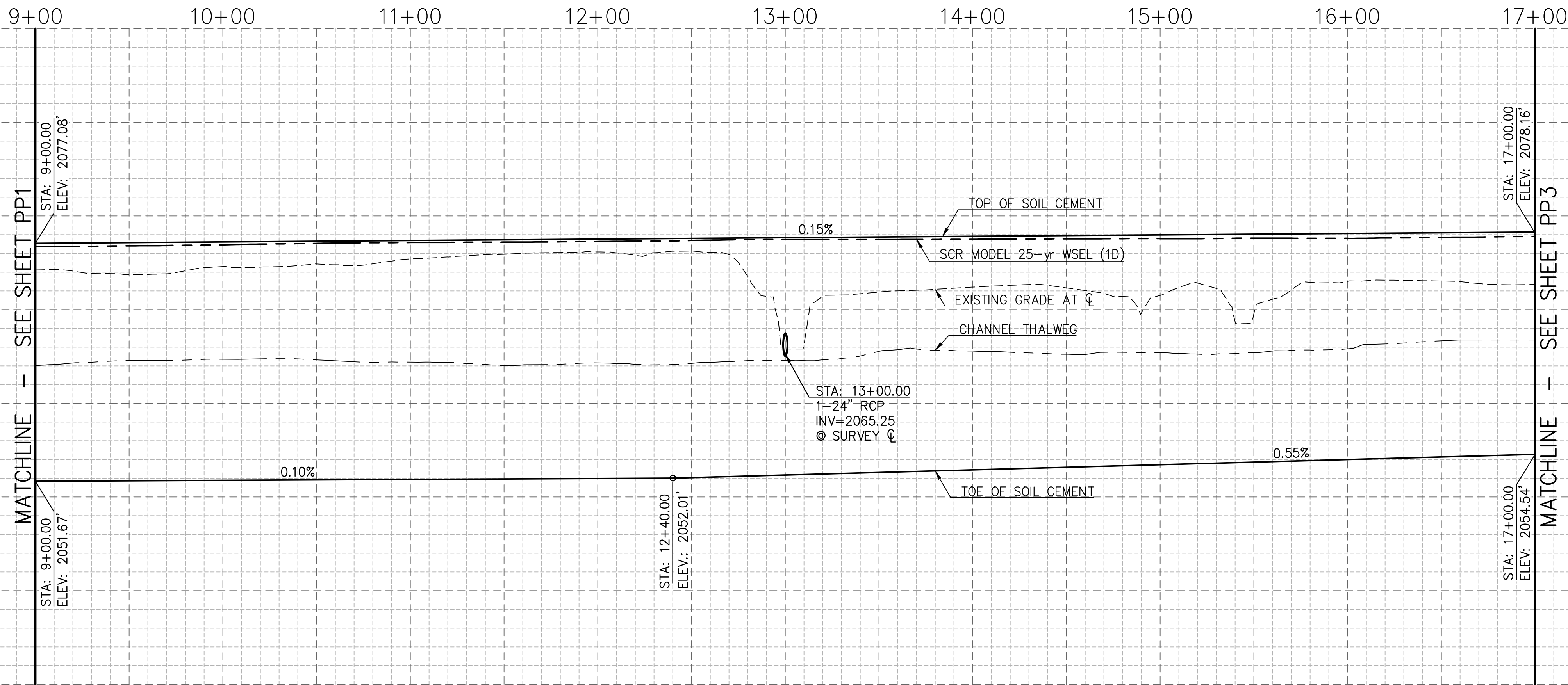
STA 3+00 TO STA 9+00

SCALES: HORIZ. 1"=40'
VERT. 1"=8'

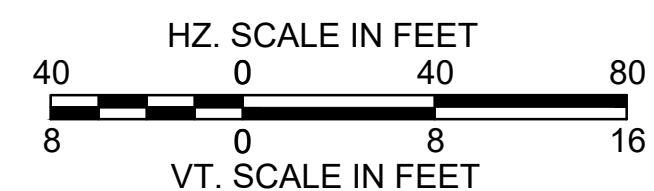
SHEET PP1 OF PP5

PAGE 10 OF 21

AMENDED Marana Regular Council Meeting 12/17/2019
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Plotted: Friday, November 8, 2019 3:47:43 PM



- KEYNOTES:
- 1 NEW BARRICADE RAILING PER PC/COT STD. DTL. 105. SEE DETAIL SHEET CD1.
 - 2 FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF PROJECT XXXXX. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT



SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA		11/2019
CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

NO.	REVISION	DESCRIPTION	DIV.	ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S

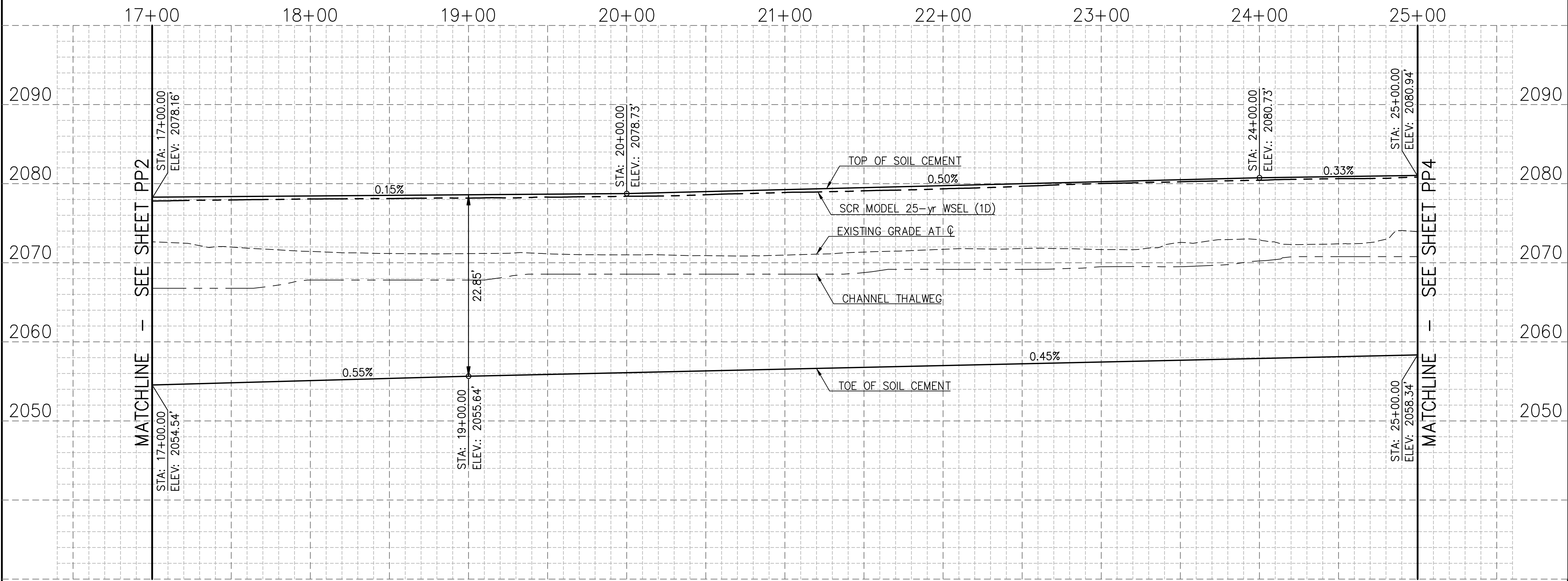
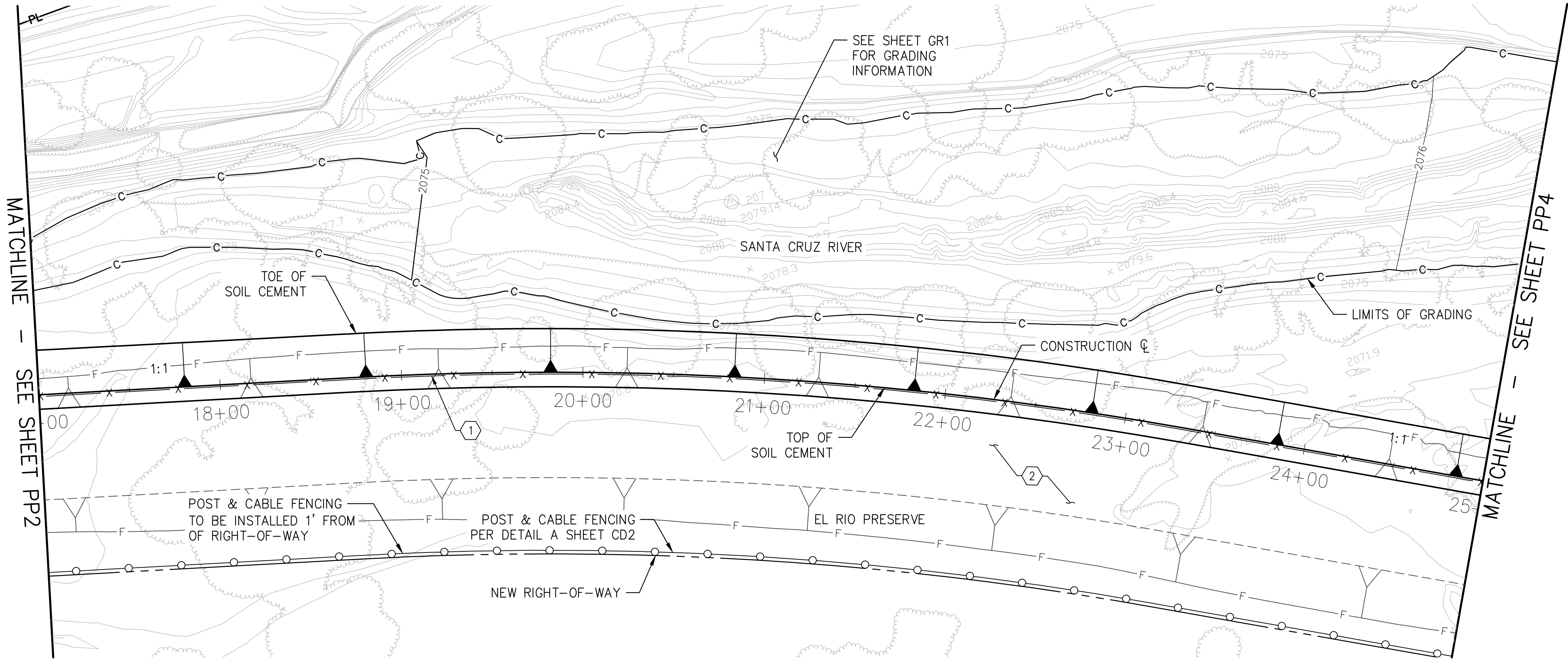
333 E. Wilshire Road, Suite 450
Tucson, Arizona 85710
(520) 292-2300 (520) 292-7290 (FAX)

PLAN AND PROFILE
FOR
EL RIO PRESERVE
BANK PROTECTION
STA 9+00 TO STA 17+00

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

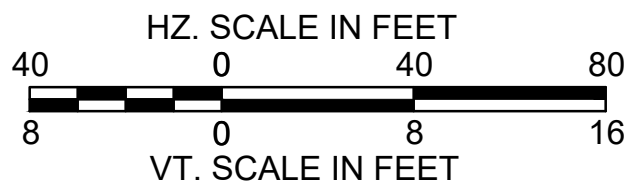
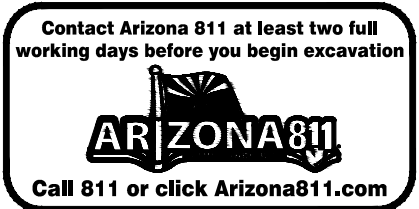
PIMA COUNTY W.O. 5LKMNA

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KEYNOTES:

- 1 NEW BARRICADE RAILING PER PC/COT STD. DTL. 105. SEE DETAIL SHEET CD1.
- 2 FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF PROJECT XXXXX. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT



SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA		11/2019
CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S

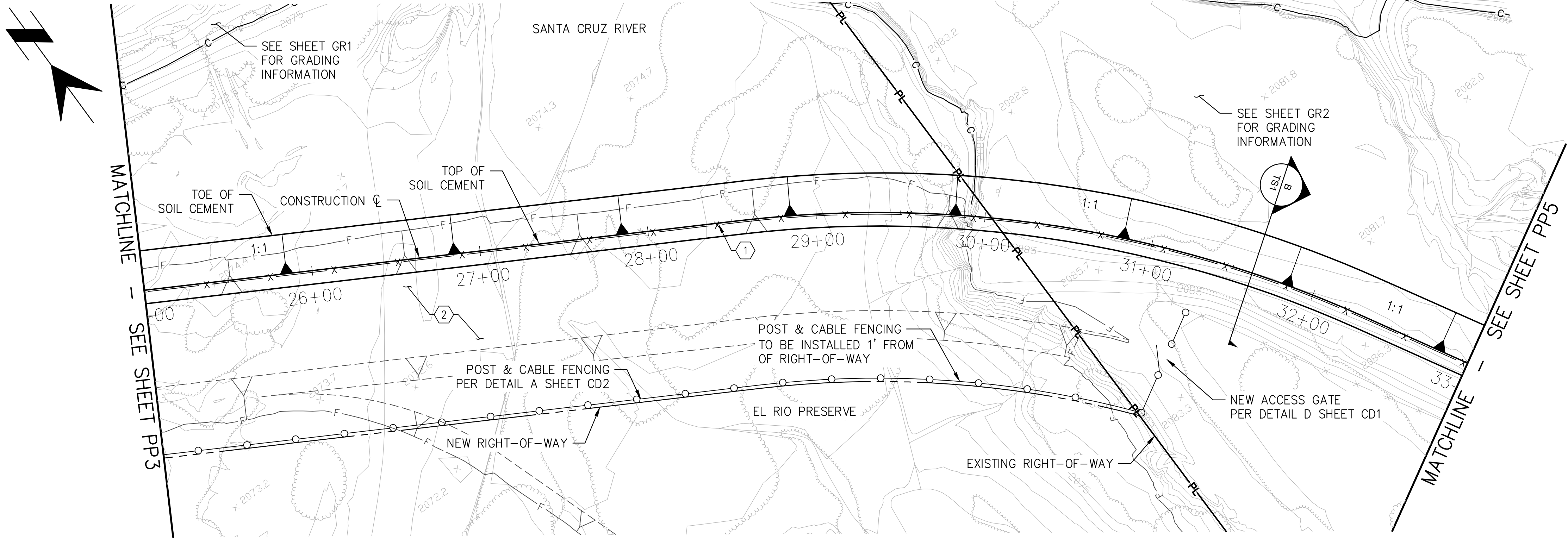
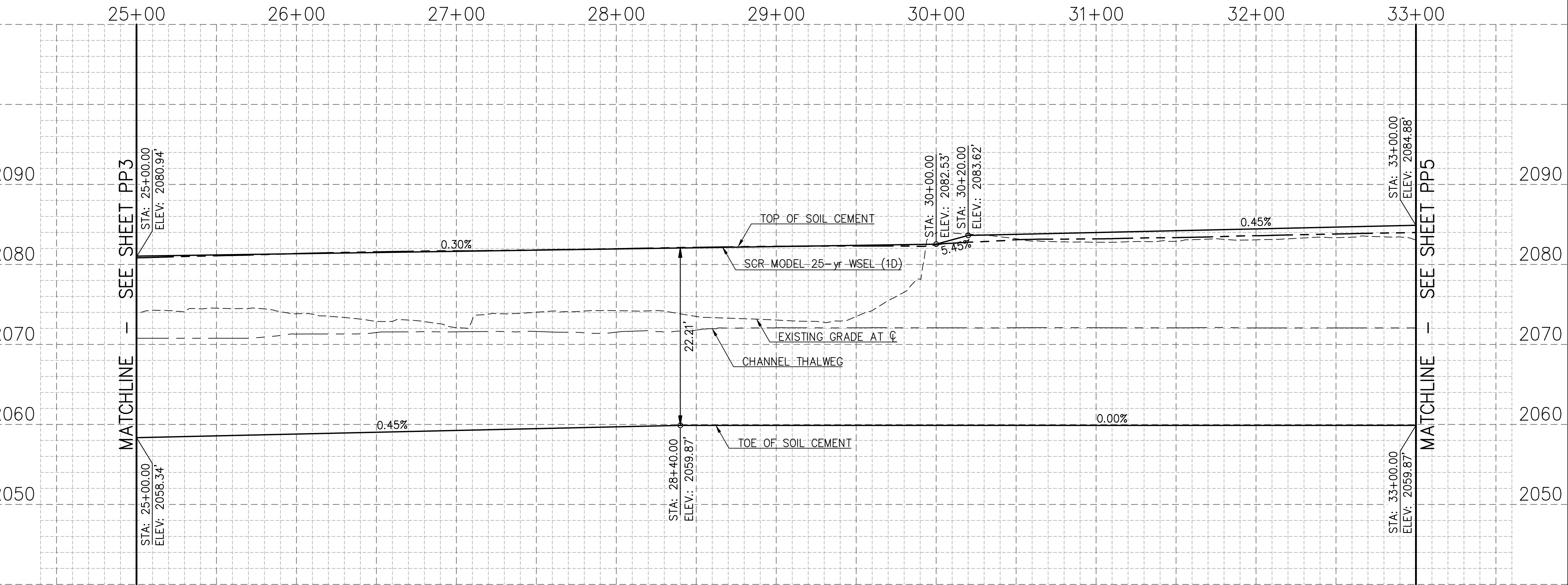
333 E. Wilson Road, Suite 400
Tucson, Arizona 85705
(520) 292-2300 (520) 292-7290 (FAX)

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PLAN AND PROFILE
FOR
EL RIO PRESERVE
BANK PROTECTION
STA 17+00 TO STA 25+00

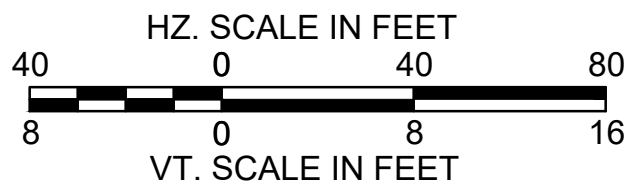
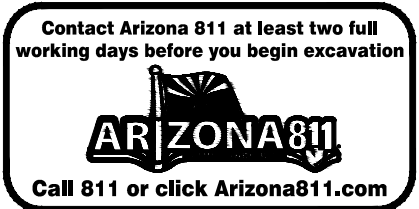
PIMA COUNTY W.O. 51KMNA

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KEYNOTES:

- 1 NEW BARRICADE RAILING PER PC/COT STD. DTL. 105. SEE DETAIL SHEET CD1.
- 2 FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF PROJECT XXXXX. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT



SCALES: HORIZ. 1"=40'
VERT. 1"=8'

SHEET PP4 OF PP5

PAGE 13 OF 21

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NOT FOR
CONSTRUCTION

P S O M A S
333 E. Wilshire Road, Suite 450
Tucson, Arizona 85710
(520) 292-2300 (520) 292-7290 (FAX)

PLAN AND PROFILE
FOR
EL RIO PRESERVE
BANK PROTECTION
STA 25+00 TO STA 33+00

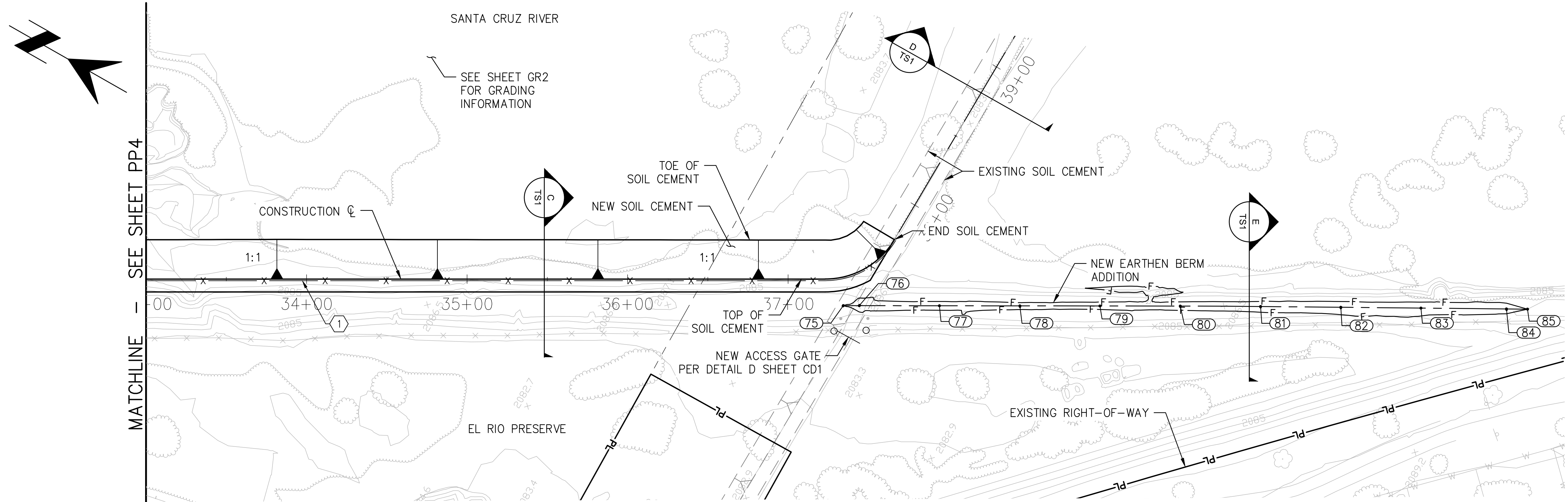
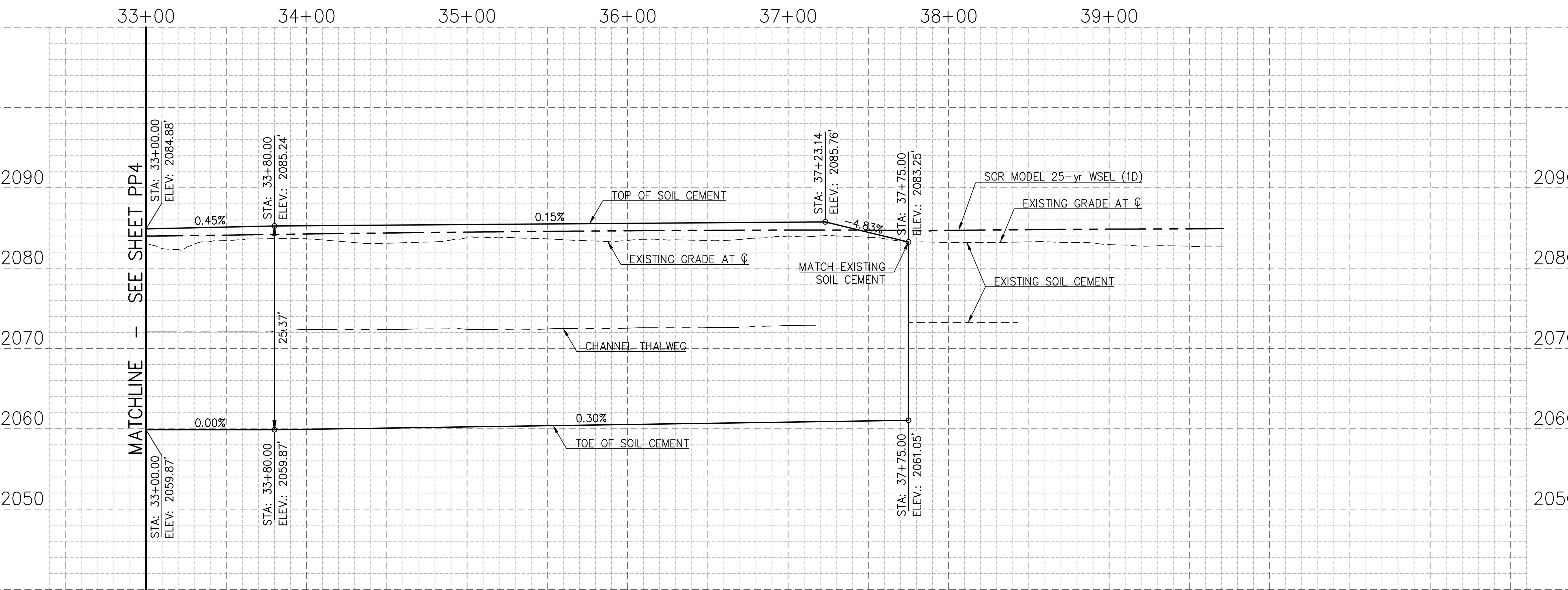
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

SUZANNE SHIELDS, P.E., DIRECTOR

NO.	REVISION	DESCRIPTION	DIV.	ENGINEER	DATE
DESIGNED:	CR				11/2019
DRAWN:	CR/KL/EA				11/2019
CHECKED:	KL				11/2019
PROJ. ENG.:	CR				11/2019

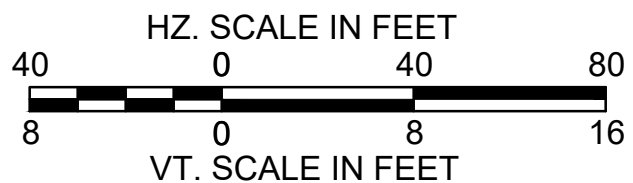
PIMA COUNTY W.O. 51KMNA

AMENDED Marana Regular Council Meeting 12/17/2019
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KEYNOTES: 
1 NEW BARRICADE RAILING PER PC/COT STD. DTL. 105. SEE DETAIL SHEET CD1.

Point Table			
Point #	Northing	Easting	Elevation
75	507116.59	942699.62	2086.69
76	507107.93	942704.50	2087.63
77	507064.47	942729.12	2087.59
78	507020.88	942753.81	2087.55
79	506977.46	942778.41	2087.52
80	506933.90	942803.08	2087.48
81	506890.31	942827.55	2087.52
82	506846.57	942851.83	2087.65
83	506802.93	942876.06	2087.79
84	506756.34	942901.93	2087.93
85	506744.87	942908.30	2087.00



SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA	DATE	11/2019
CHECKED:	KL	DATE	11/2019
PROJ. ENG.:	CR	DATE	11/2019

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR CONSTRUCTION

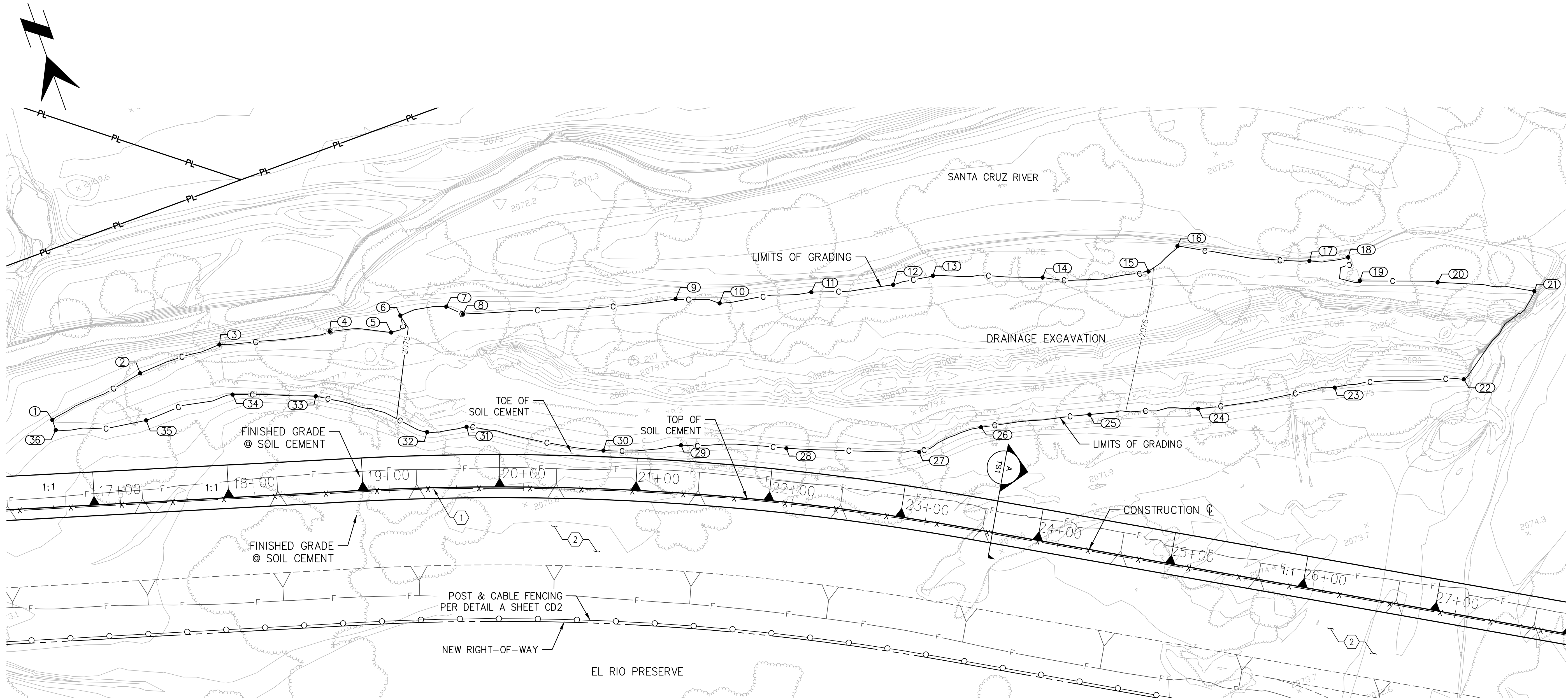
P S O M A S

333 E. Wilshire Road, Suite 450
Tucson, Arizona 85705
(520) 292-3300 (520) 292-1290 (FAX)

PLAN AND PROFILE
FOR
EL RIO PRESERVE
BANK PROTECTION
STA 33+00 TO STA 39+00

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PIMA COUNTY W.O. 51KMNA



- KEYNOTES:
- 1 NEW BARRICADE RAILING PER PC/COT STD. DTL. 105
 - 2 FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF SANTA CRUZ RIVER MAINTENANCE PROJECT. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT.

NOTE:
ALL DISTURBED AREAS AND SLOPES SHALL BE HYDROSEEDING.

Point Table		
Point #	Northing	Easting
1	508386.31	941132.81
2	508397.04	941205.97
3	508397.48	941268.64
4	508379.20	941349.06
5	508363.22	941391.97
6	508372.79	941402.61
7	508367.67	941437.03
8	508358.25	941446.89
9	508315.87	941599.53
10	508301.98	941629.38
11	508286.94	941696.40
12	508271.80	941755.63

Point Table		
Point #	Northing	Easting
13	508268.21	941785.65
14	508239.71	941862.12
15	508217.64	941937.82
16	508228.10	941964.42
17	508185.06	942053.27
18	508177.99	942081.28
19	508158.52	942083.63
20	508138.09	942137.75
21	508107.81	942203.33
22	508063.60	942131.94
23	508089.92	942039.45
24	508109.08	941938.47

Point Table		
Point #	Northing	Easting
25	508132.04	941860.90
26	508150.09	941781.82
27	508148.15	941732.13
28	508183.71	941640.09
29	508212.14	941567.04
30	508227.67	941511.34
31	508278.39	941421.34
32	508284.50	941392.35
33	508337.27	941323.26
34	508359.20	941265.36
35	508362.55	941198.40
36	508378.22	941132.57



SCALES: HORIZ. 1"=40'
VERT. N/A

SHEET GR1 OF GR2

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA	DATE	11/2019
CHECKED:	KL	DATE	11/2019
PROJ. ENG.:	CR	DATE	11/2019

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

P S O M A S

333 E. Wilshire Road, Suite 400
Tucson, Arizona 85705
(520) 292-3300 (520) 292-1290 (FAX)

GRADING PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION
CHANNEL GRADING

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

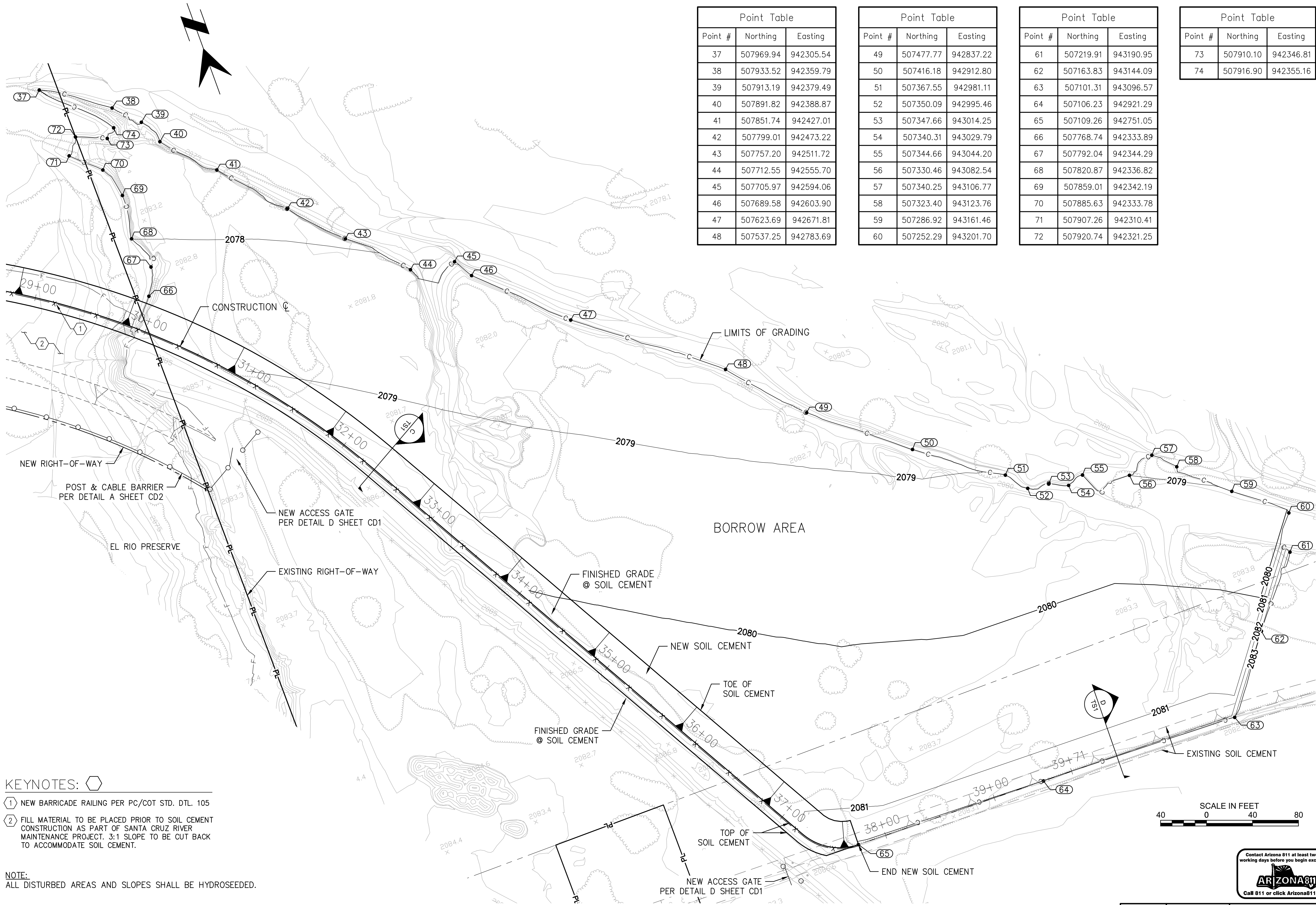
SUZANNE SHIELDS, P.E., DIRECTOR

AMENDED Marana Regular Council Meeting 12/17/2019
F:\PROJECTS\0101\VENGRY SHEETS\PHASE 1\PLANS\Grading\GR1.dwg GR2 Last Saved: Fri, 08 Nov 2019 3:48:37 PM Plotted: Friday, November 8, 2019 3:48:37 PM

KEYNOTES:

- ① NEW BARRICADE RAILING PER PC/COT STD. DTL. 105
- ② FILL MATERIAL TO BE PLACED PRIOR TO SOIL CEMENT CONSTRUCTION AS PART OF SANTA CRUZ RIVER MAINTENANCE PROJECT. 3:1 SLOPE TO BE CUT BACK TO ACCOMMODATE SOIL CEMENT.

NOTE:
ALL DISTURBED AREAS AND SLOPES SHALL BE HYDROSEEDDED.



Point Table		
Point #	Northing	Easting
37	507969.94	942305.54
38	507933.52	942359.79
39	507913.19	942379.49
40	507891.82	942388.87
41	507851.74	942427.01
42	507799.01	942473.22
43	507757.20	942511.72
44	507712.55	942555.70
45	507705.97	942594.06
46	507689.58	942603.90
47	507623.69	942671.81
48	507537.25	942783.69

Point Table		
Point #	Northing	Easting
49	507477.77	942837.22
50	507416.18	942912.80
51	507367.55	942981.11
52	507350.09	942995.46
53	507347.66	943014.25
54	507340.31	943029.79
55	507344.66	943044.20
56	507330.46	943082.54
57	507340.25	943106.77
58	507323.40	943123.76
59	507286.92	943161.46
60	507252.29	943201.70

Point Table		
Point #	Northing	Easting
61	507219.91	943190.95
62	507163.83	943144.09
63	507101.31	943096.57
64	507106.23	942921.29
65	507109.26	942751.05
66	507768.74	942333.89
67	507792.04	942344.29
68	507820.87	942336.82
69	507859.01	942342.19
70	507885.63	942333.78
71	507907.26	942310.41
72	507920.74	942321.25

Point Table		
Point #	Northing	Easting
73	507910.10	942346.81
74	507916.90	942355.16

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA	DATE	11/2019
CHECKED:	KL	DATE	11/2019
PROJ. ENG.:	CR	DATE	11/2019

NO.	REVISION	DESCRIPTION	DIV.	ENGINEER	DATE

95% SUBMITTAL
NOT FOR
CONSTRUCTION

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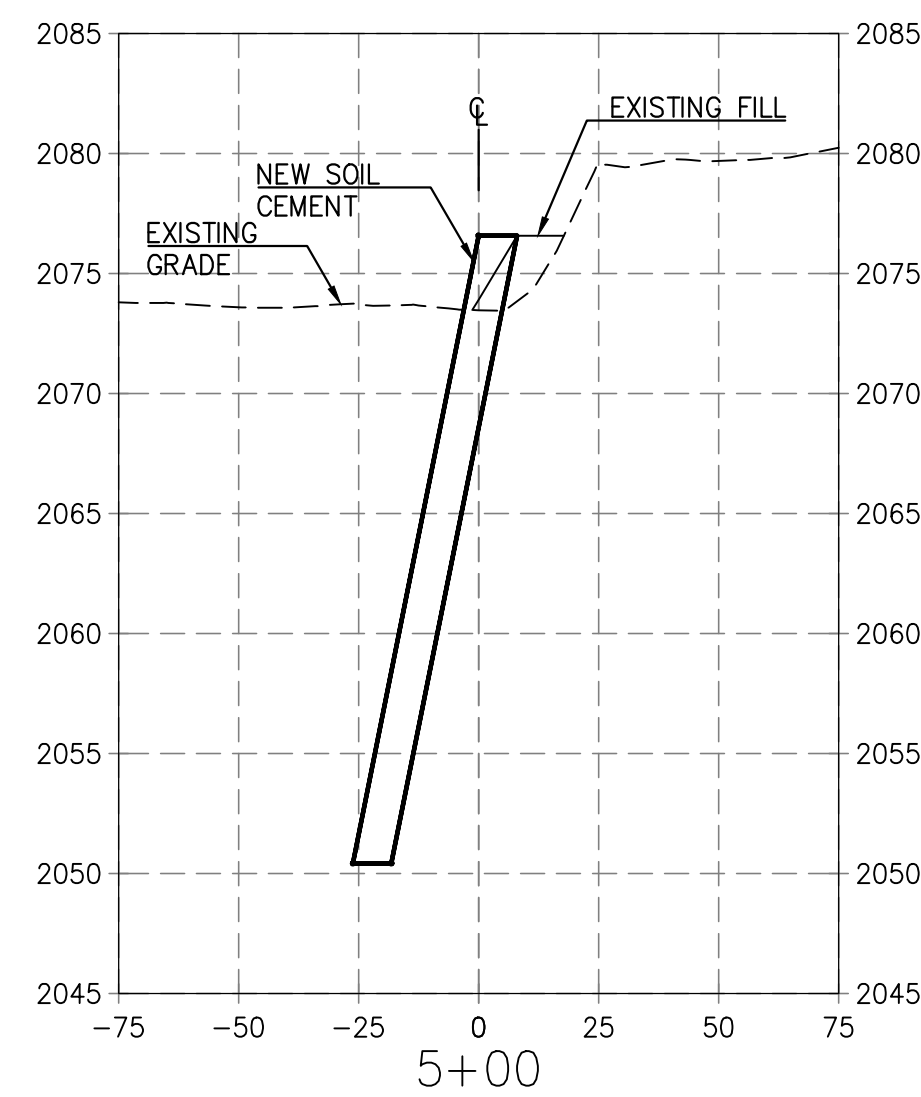
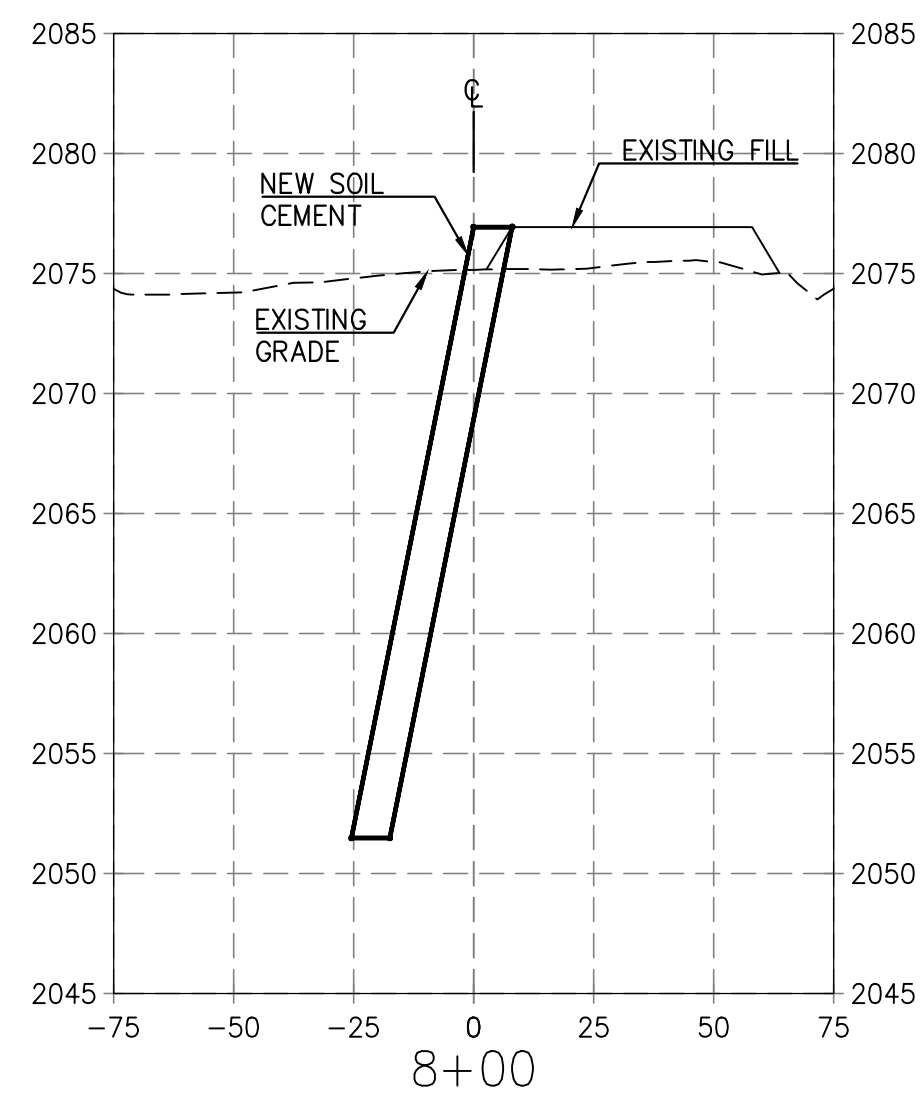
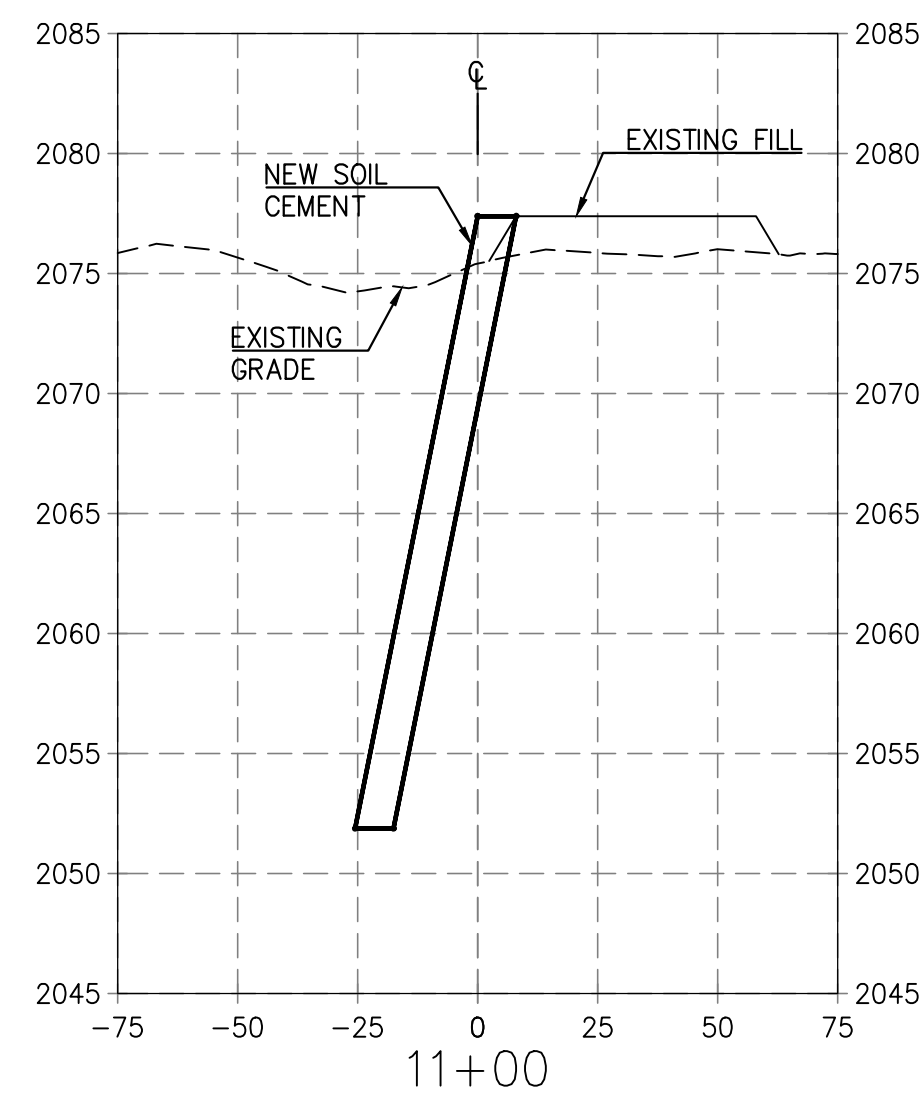
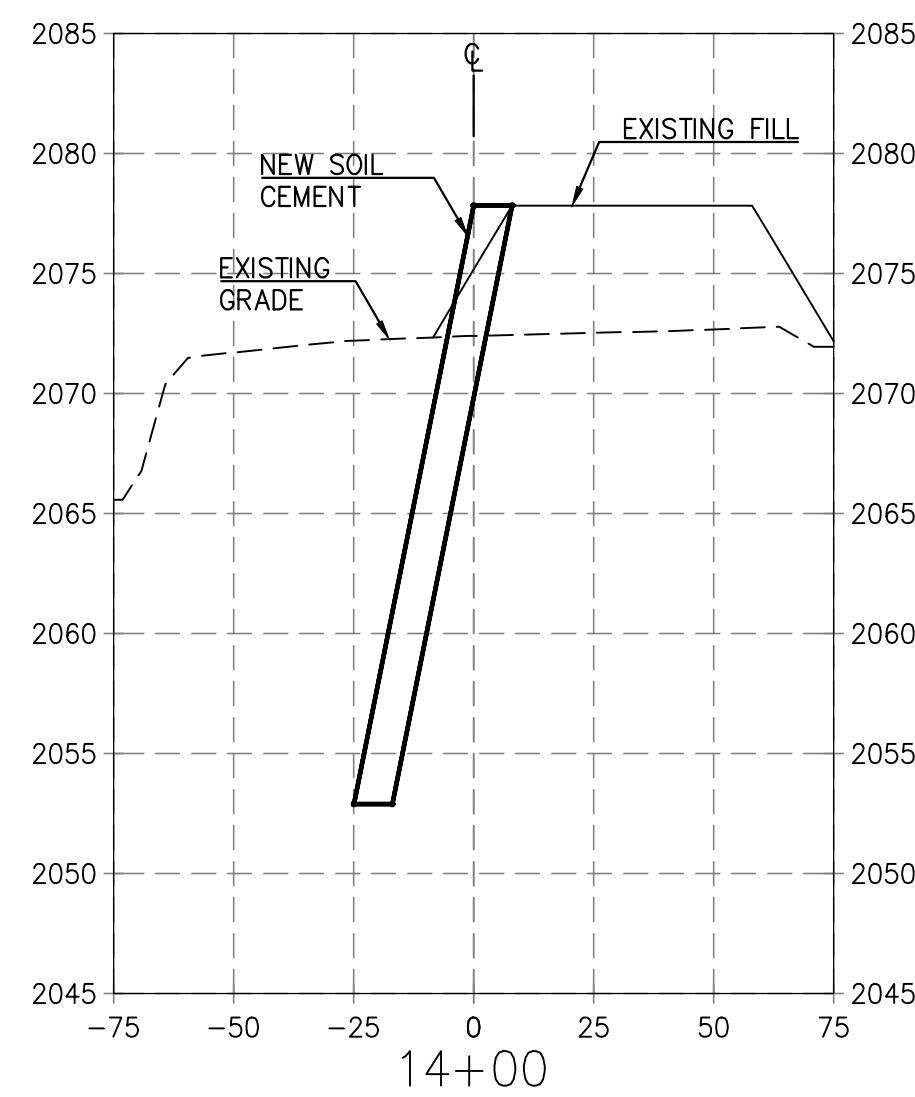
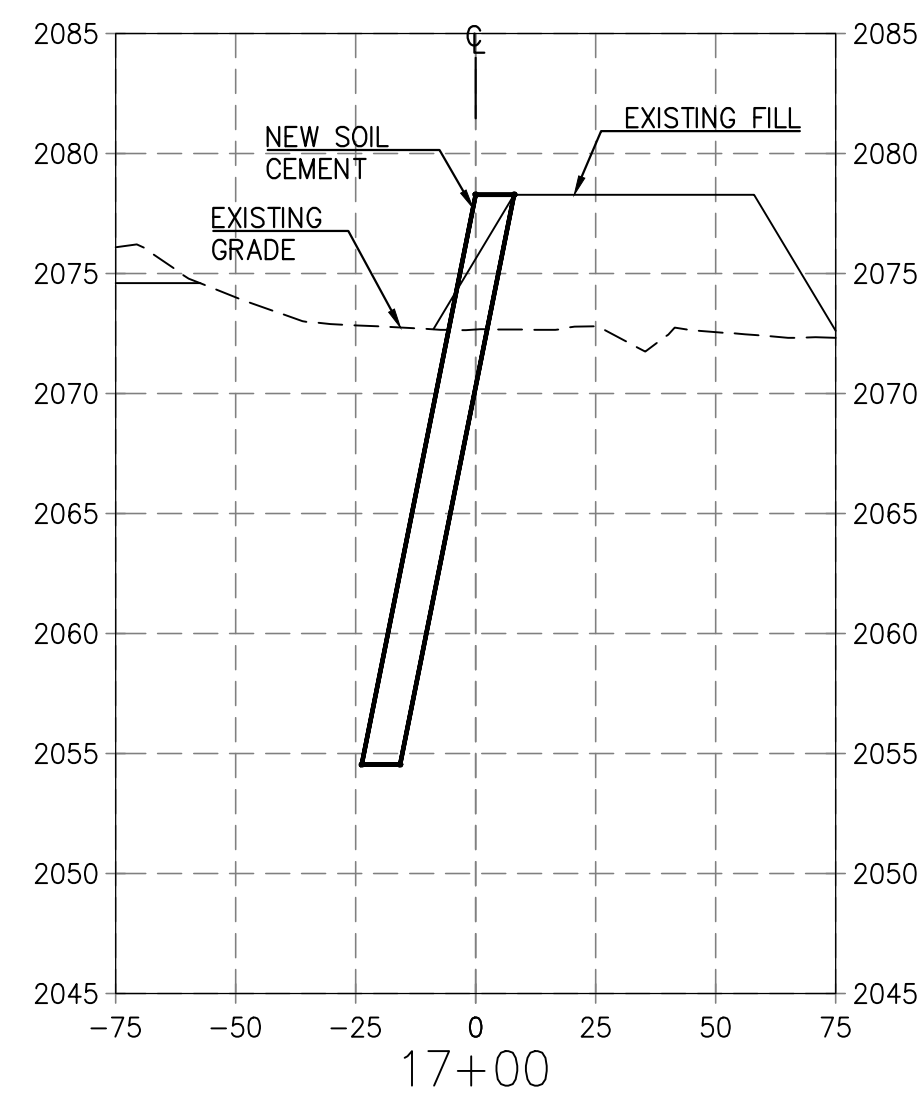
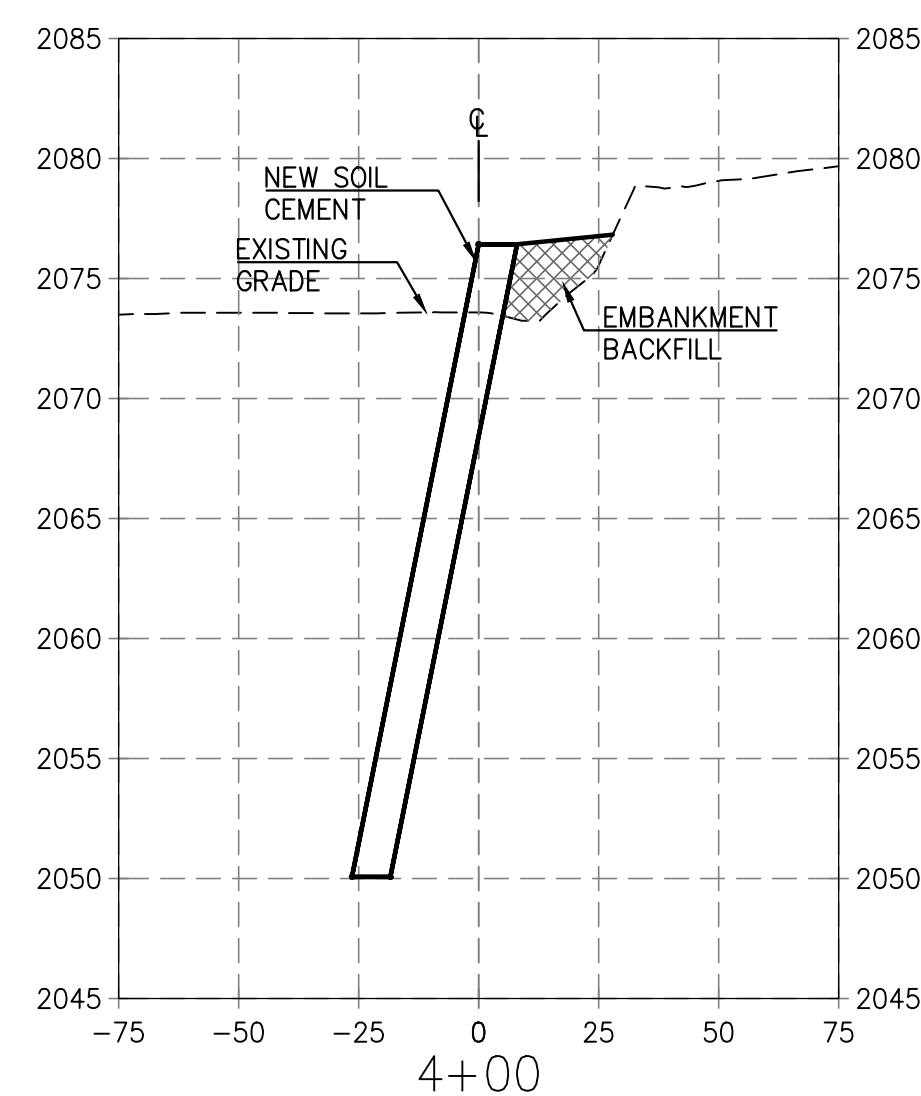
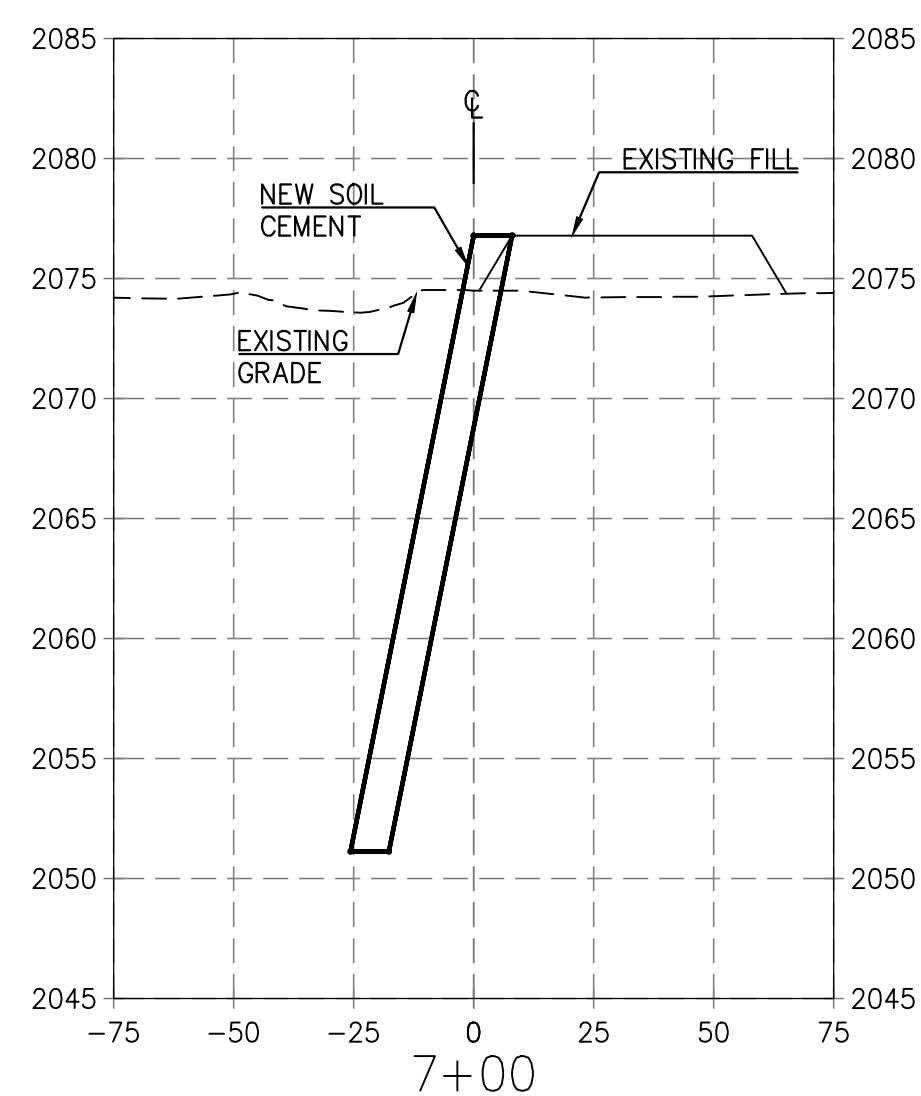
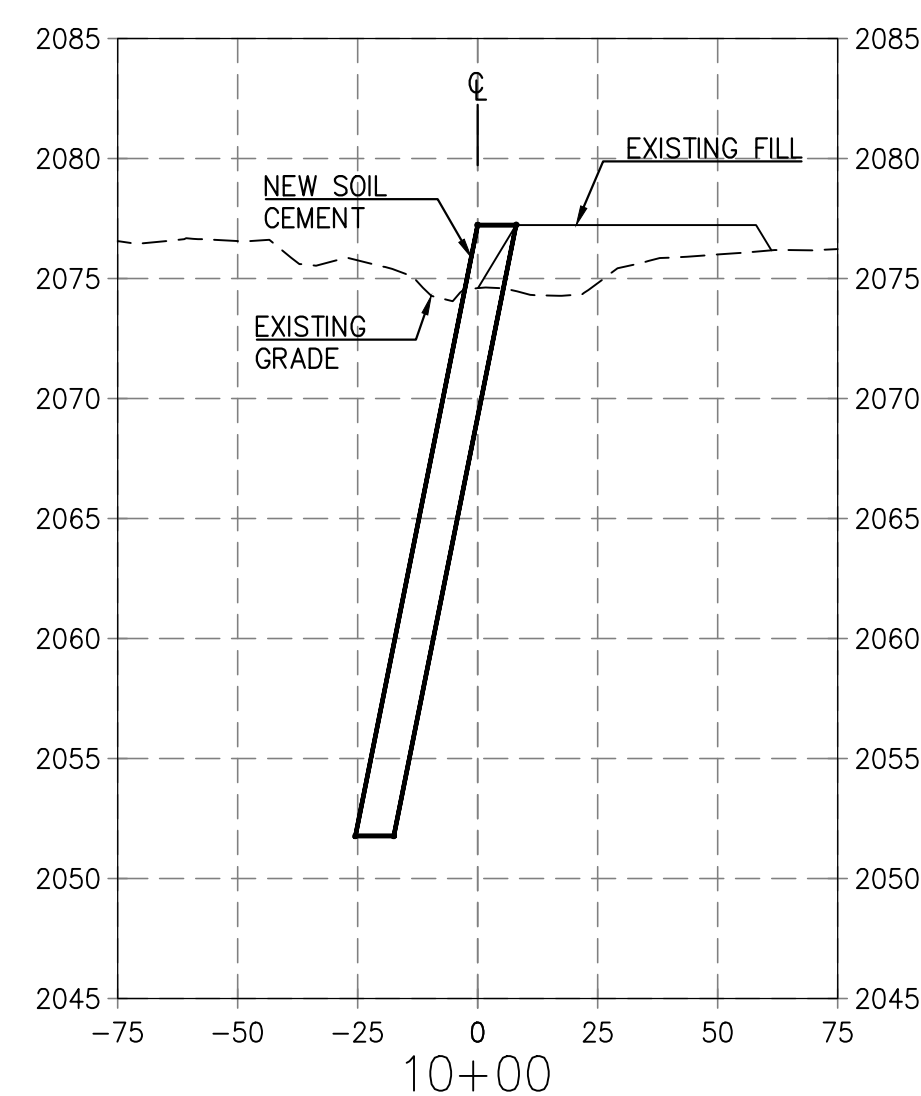
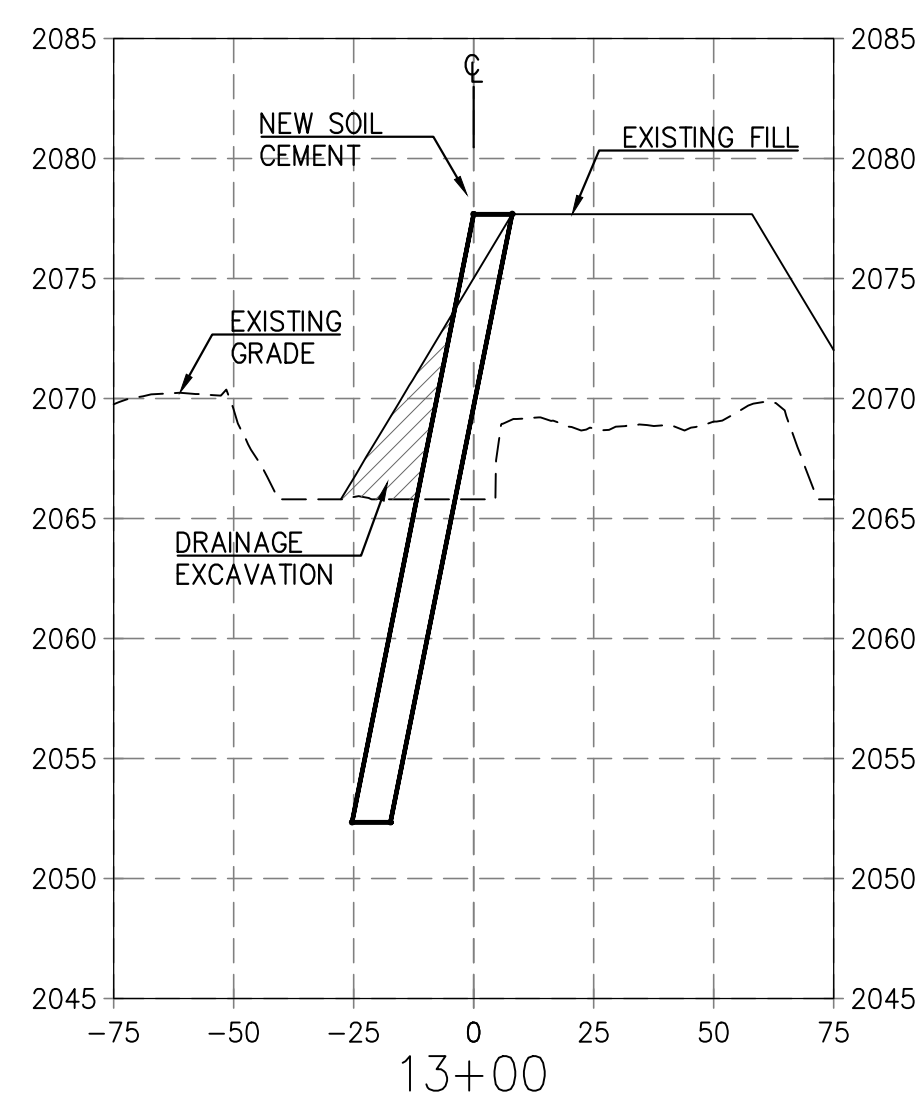
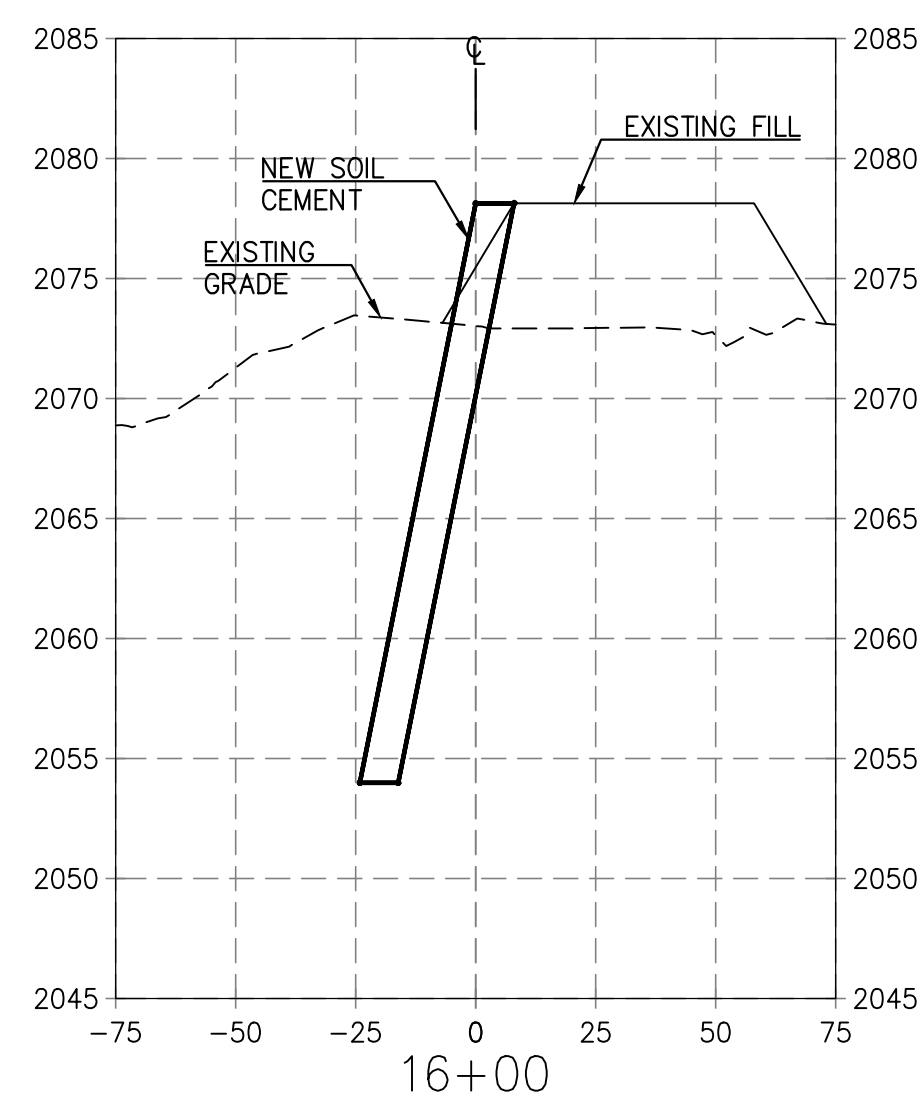
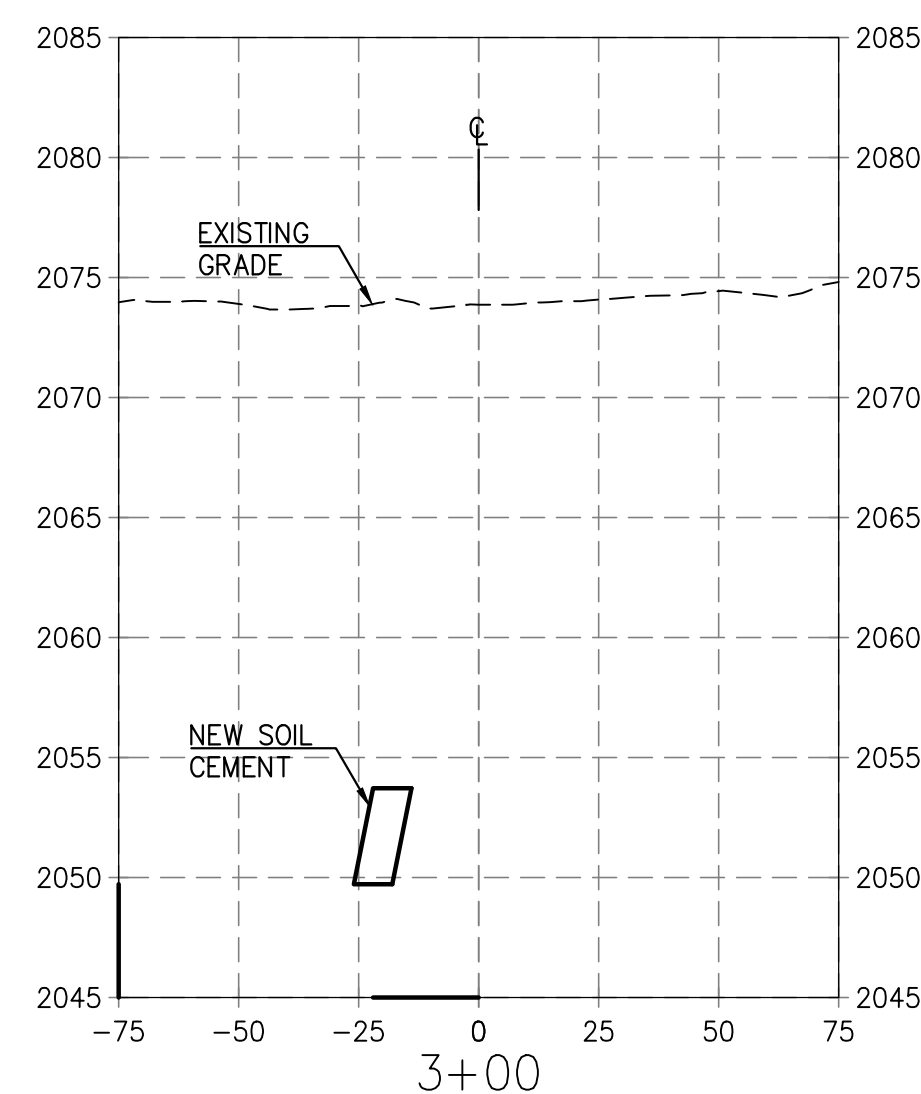
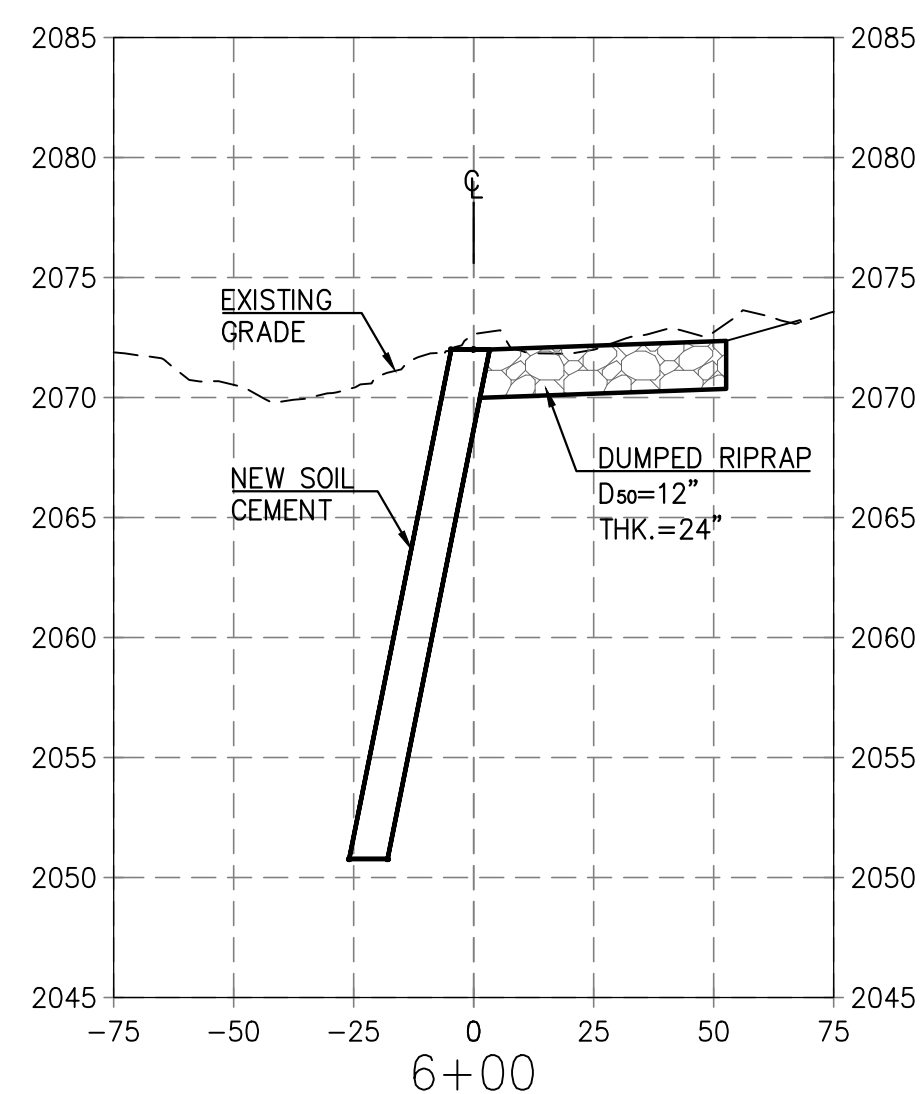
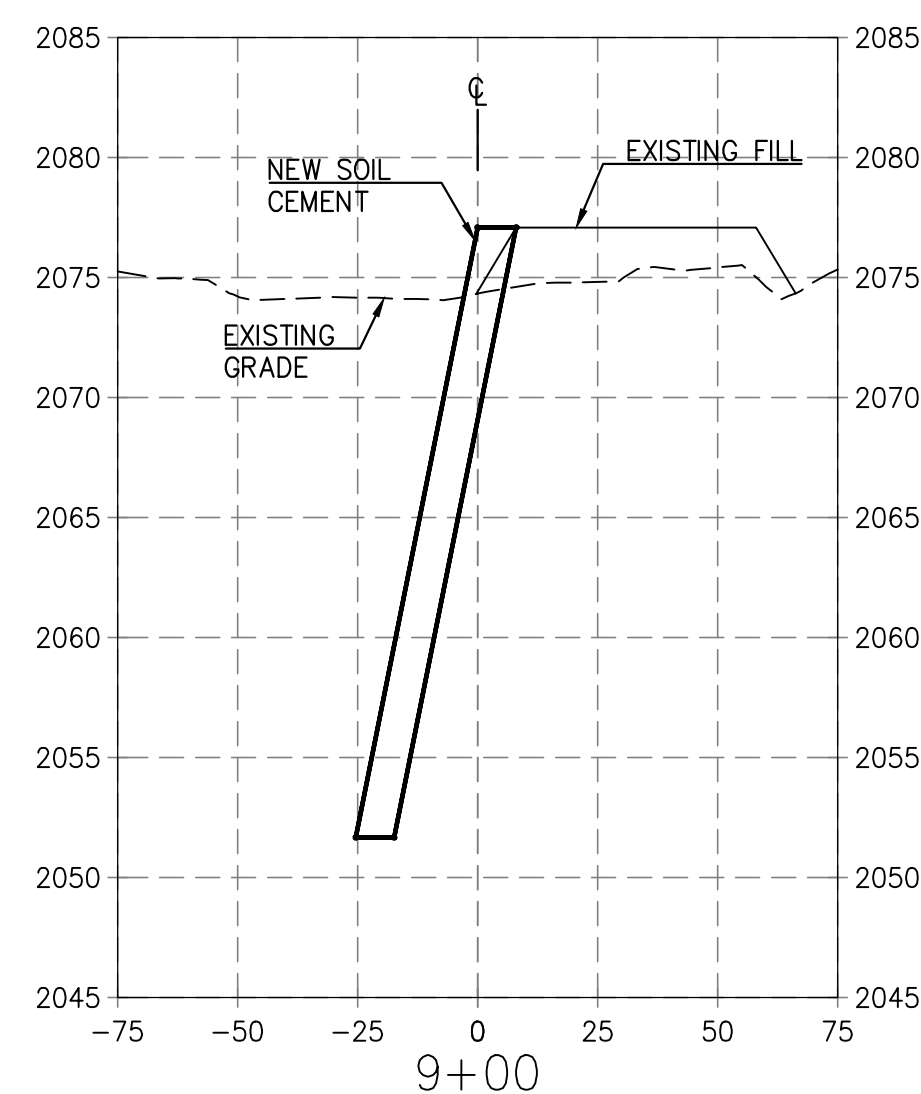
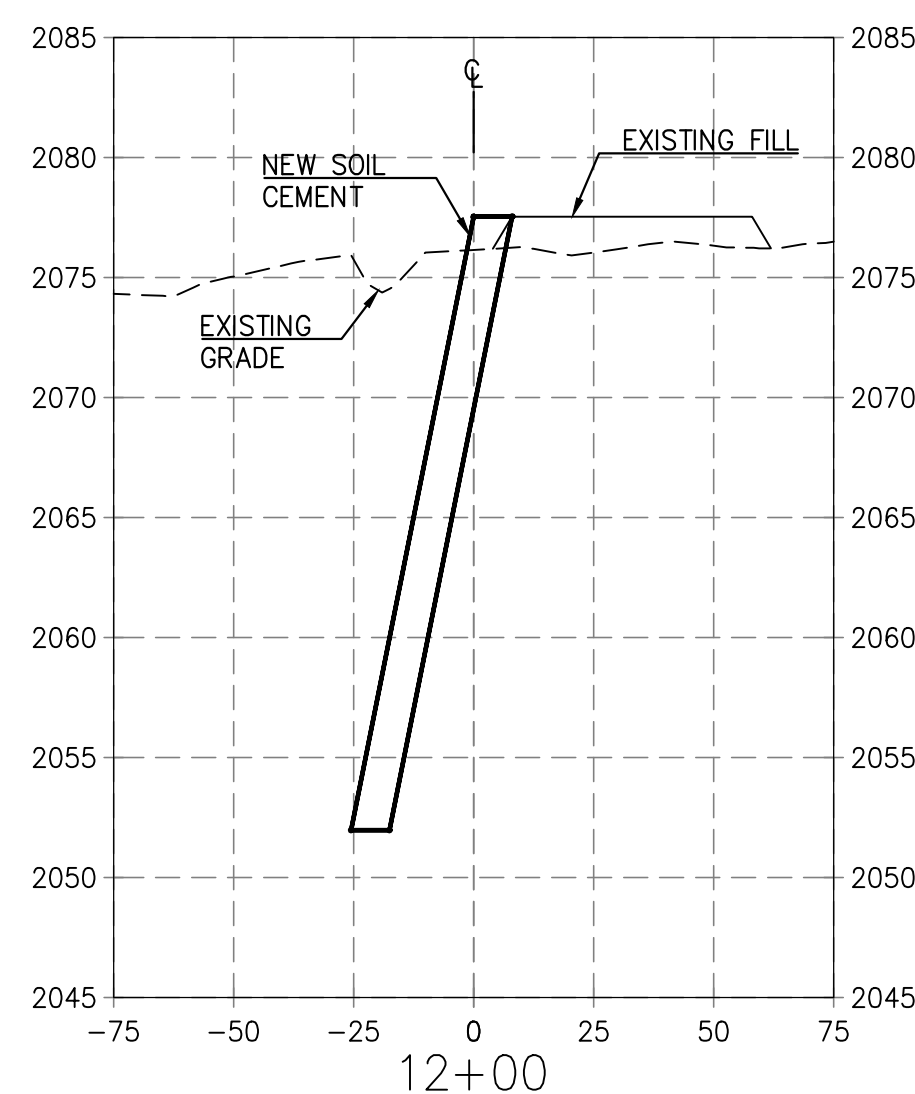
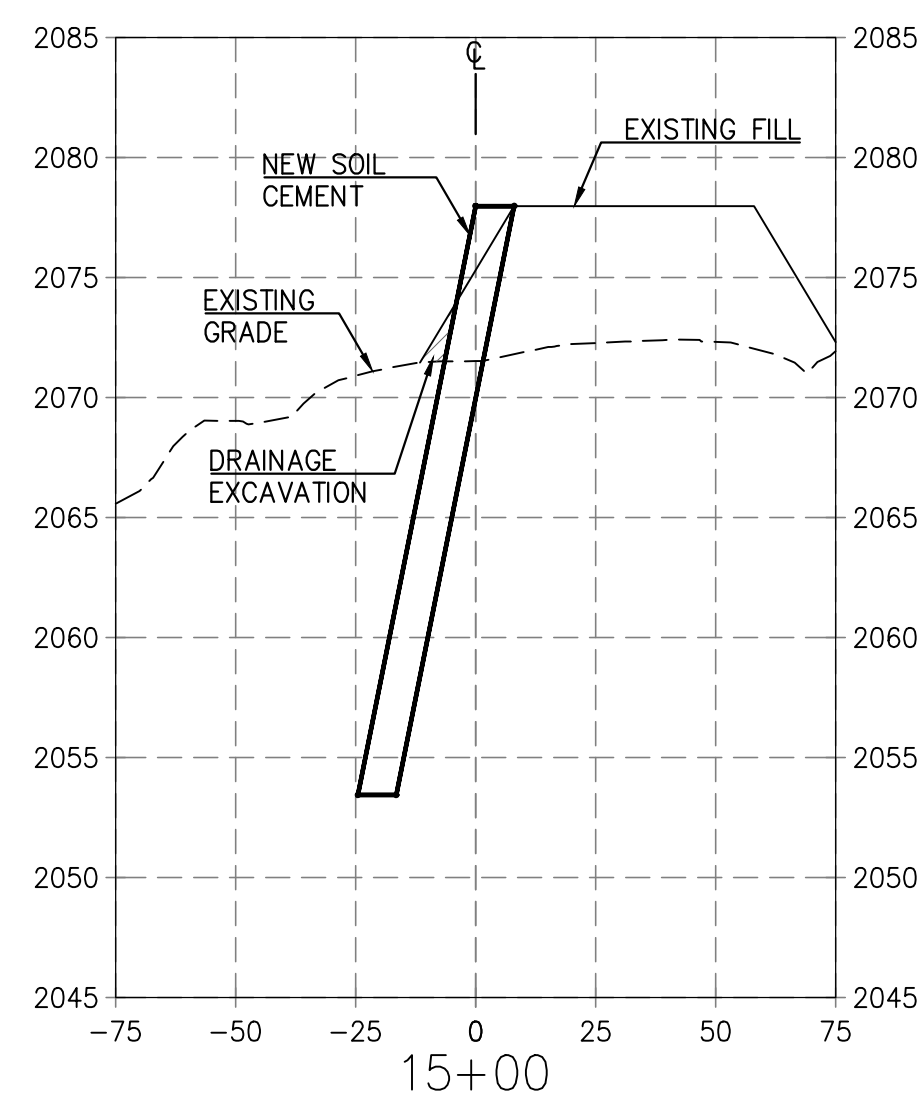
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GRADING PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION
CHANNEL GRADING

SCALES: HORIZ. 1"=40'
VERT. N/A

SHEET GR2 OF GR2

PAGE 16 OF 21



NOTE:
EXISTING FILL WILL BE PLACED AS PART OF CHANNEL
MAINTENANCE UNDER A SEPARATE PROJECT.

AMENDED Marana Regular Council Meeting 12/17/2019

SCALES:	HORIZ. 1"=40'
	VERT. 1"=8'

SHEET XS1 OF XS3

PAGE 1 OF 3

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA		11/2019
CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

[illegible]

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Tucson, Arizona 85705
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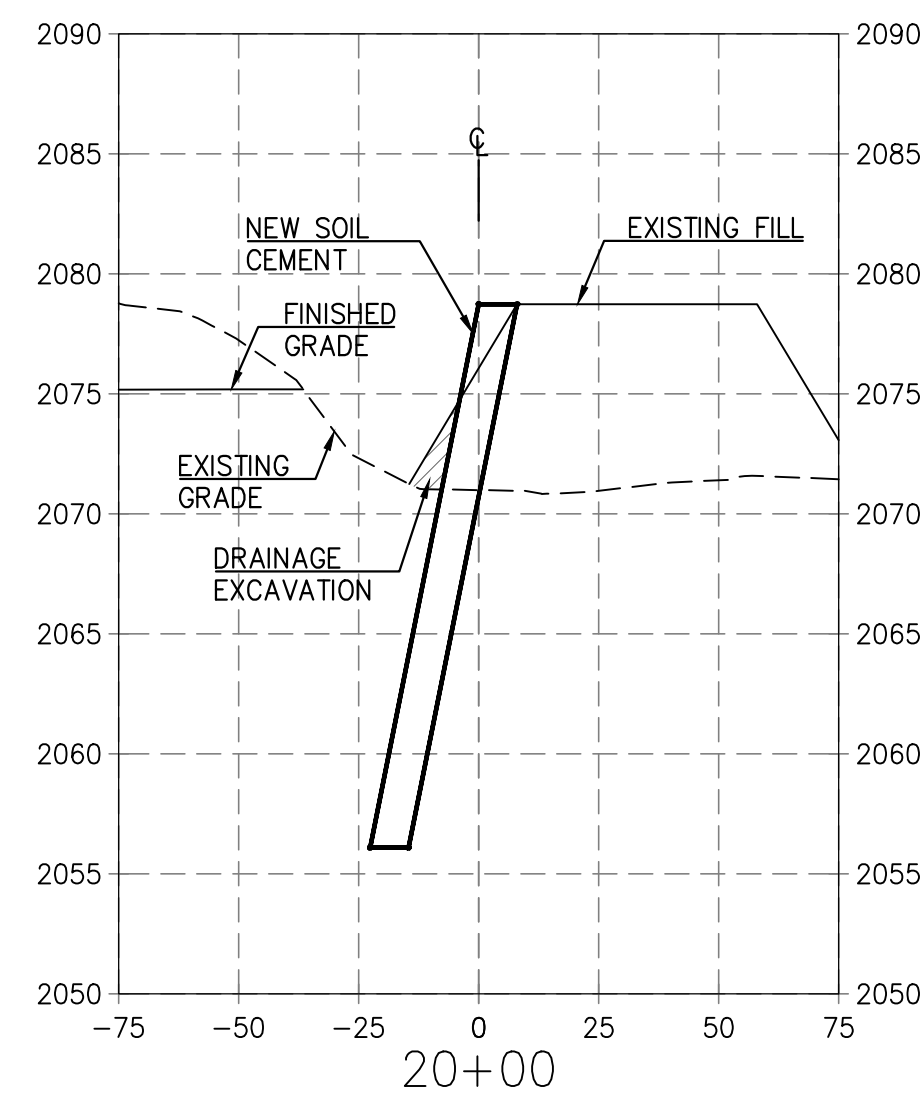
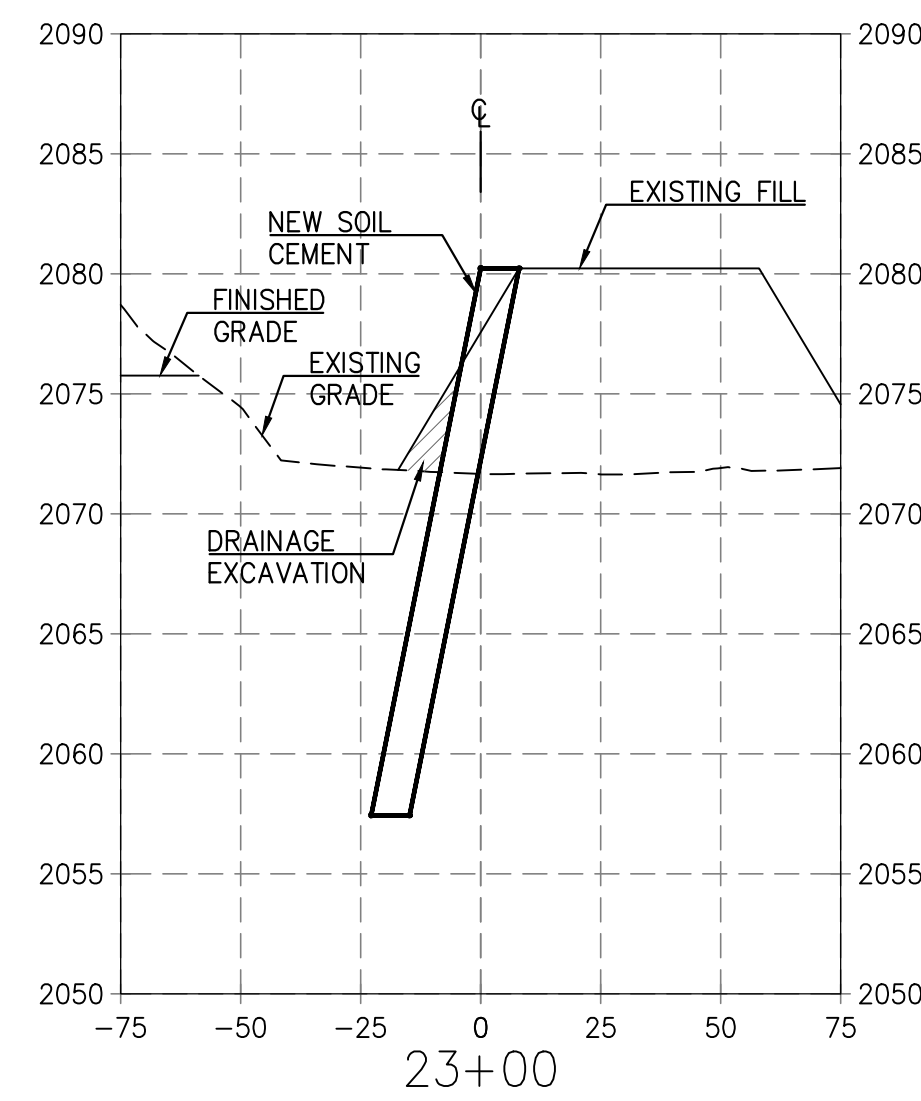
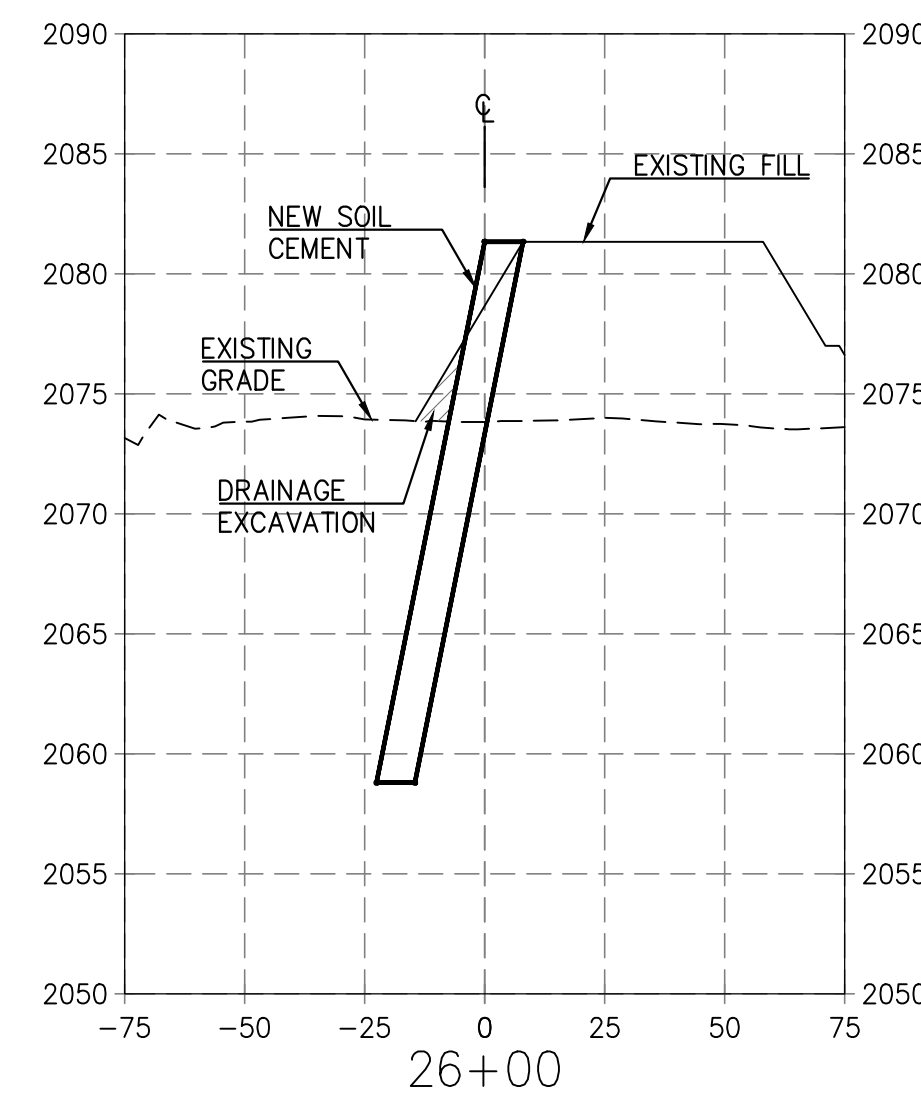
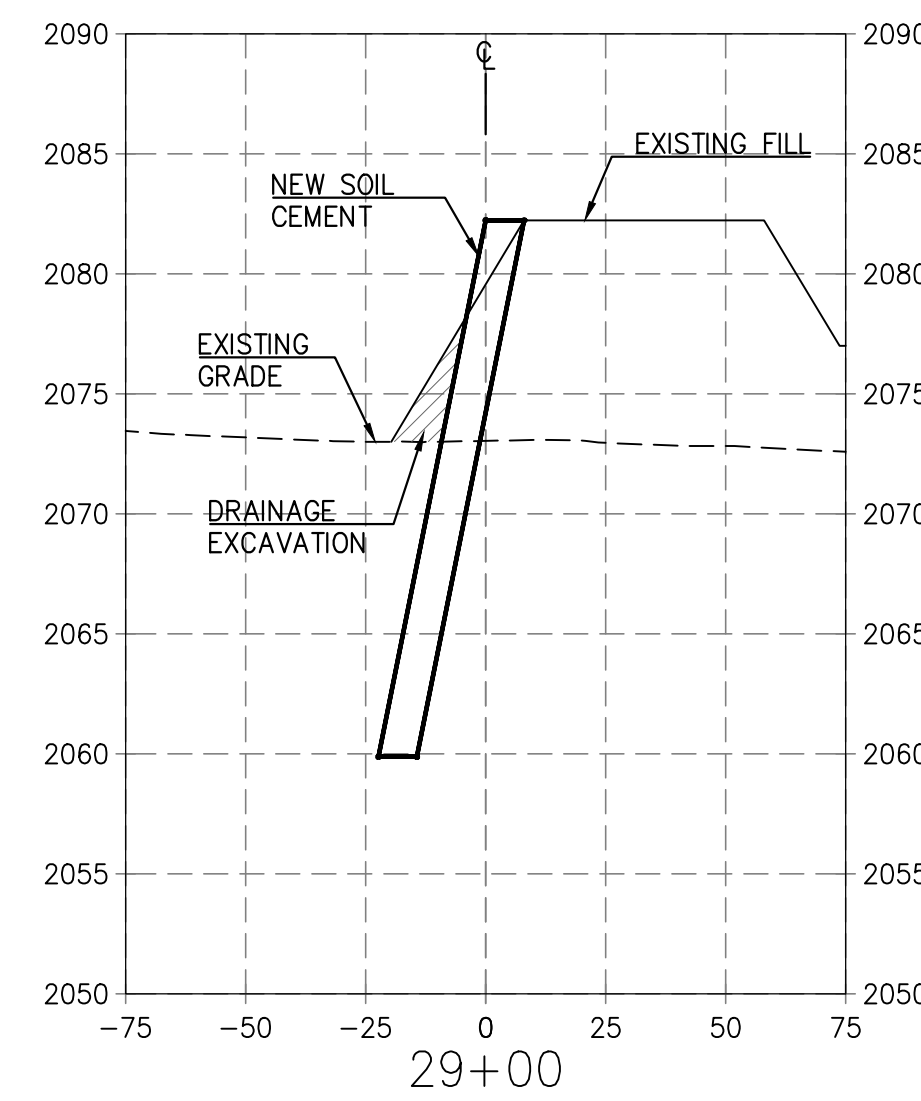
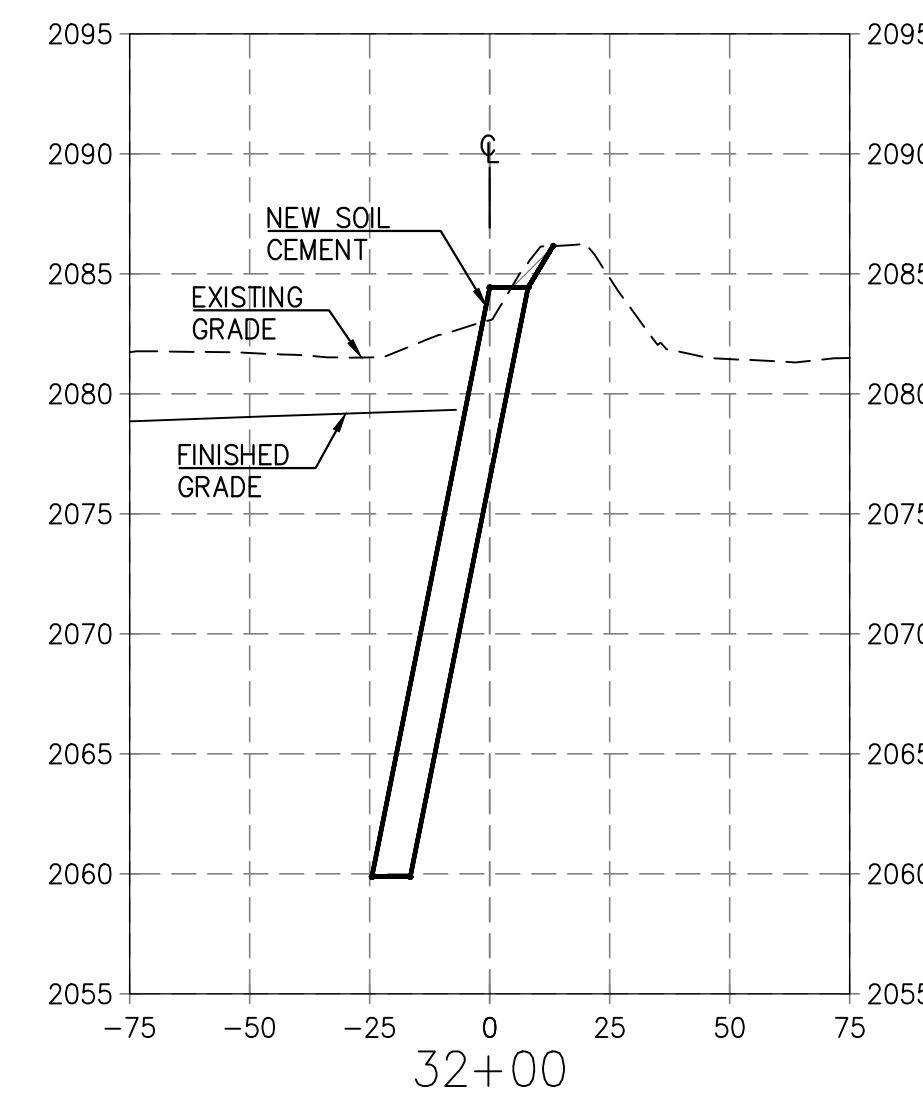
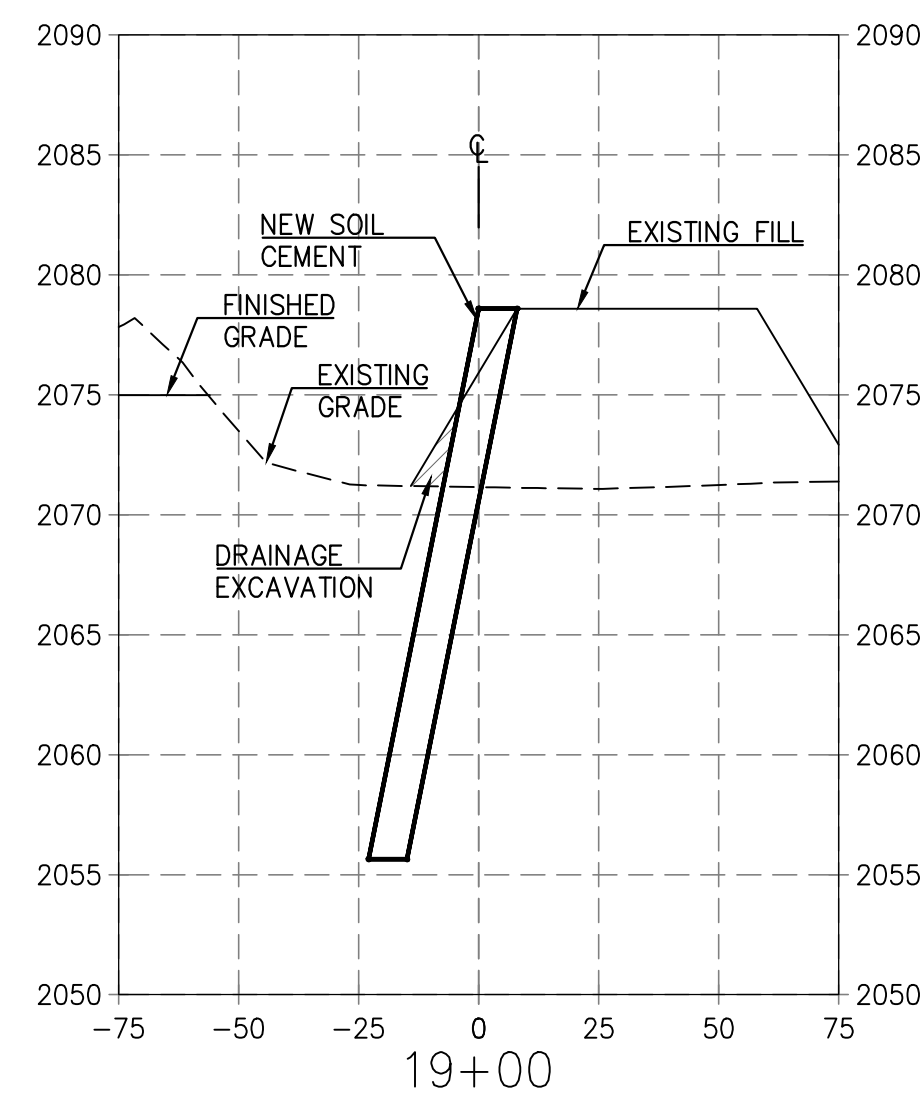
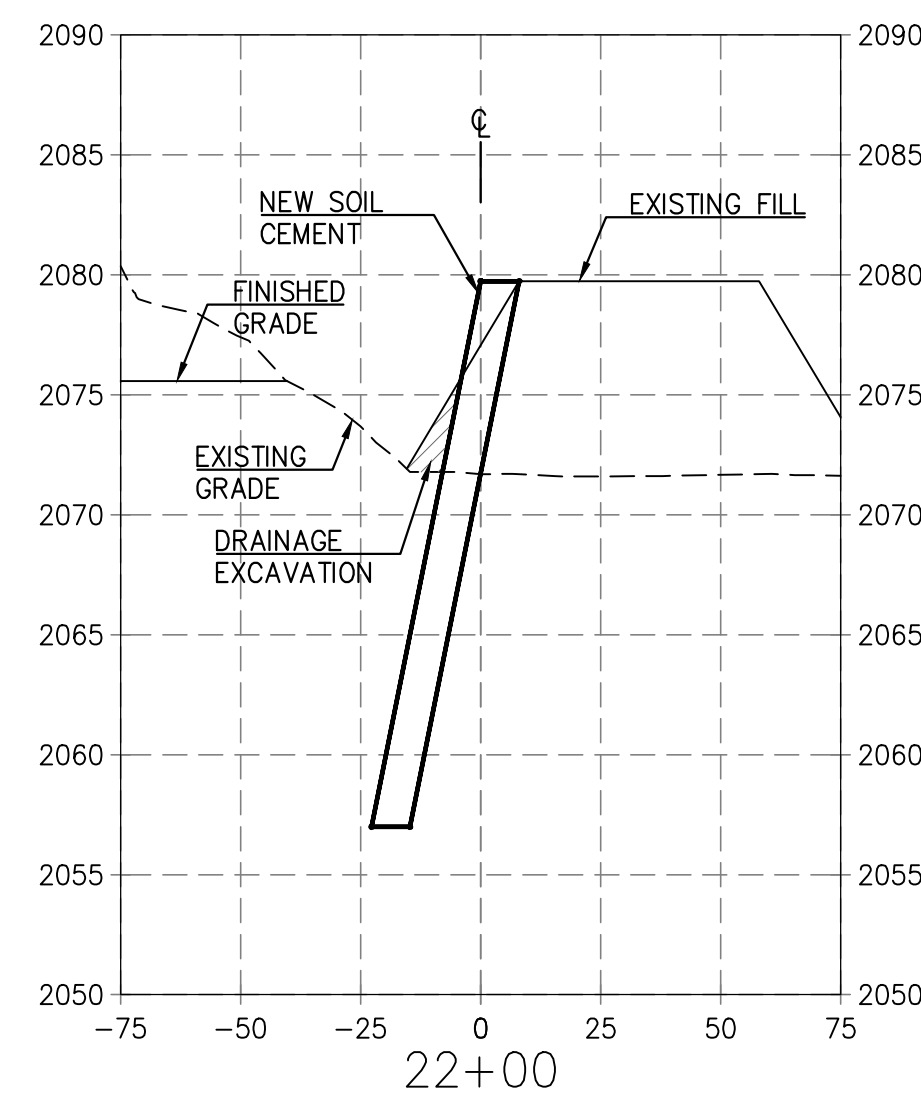
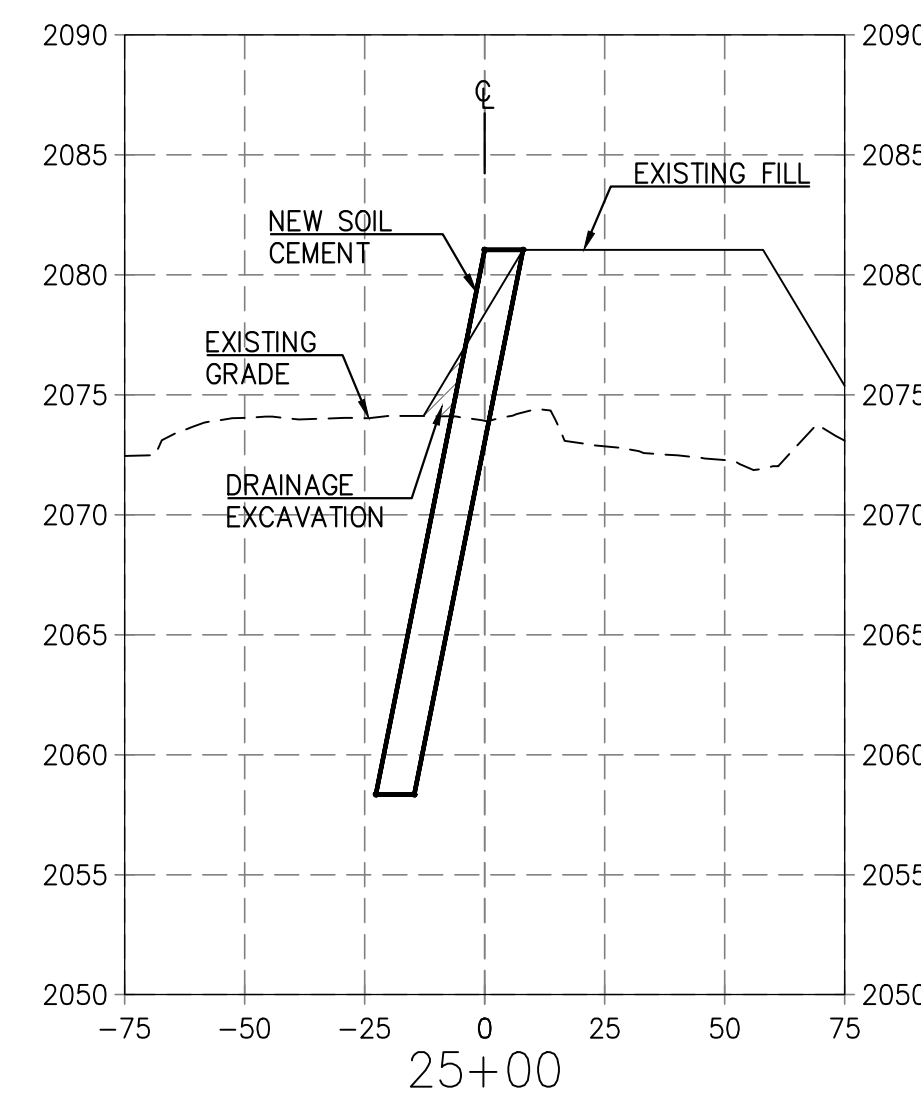
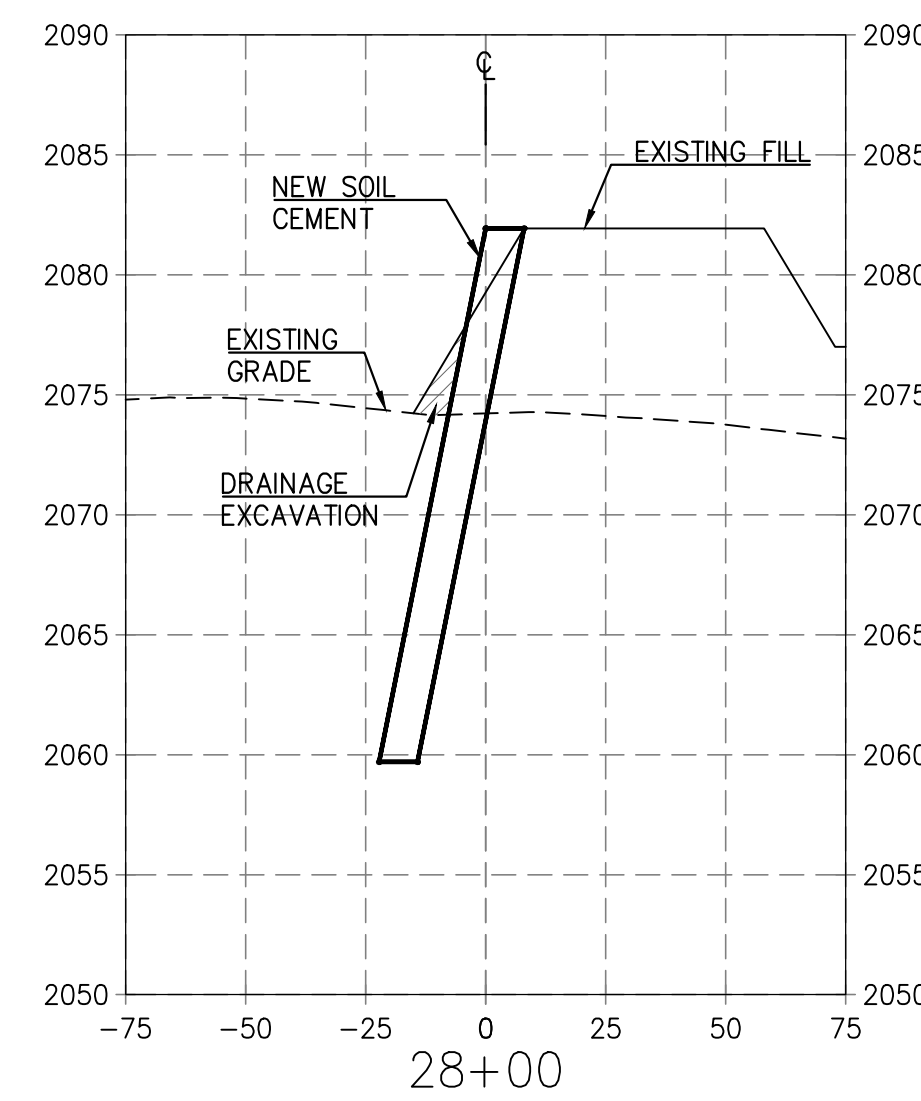
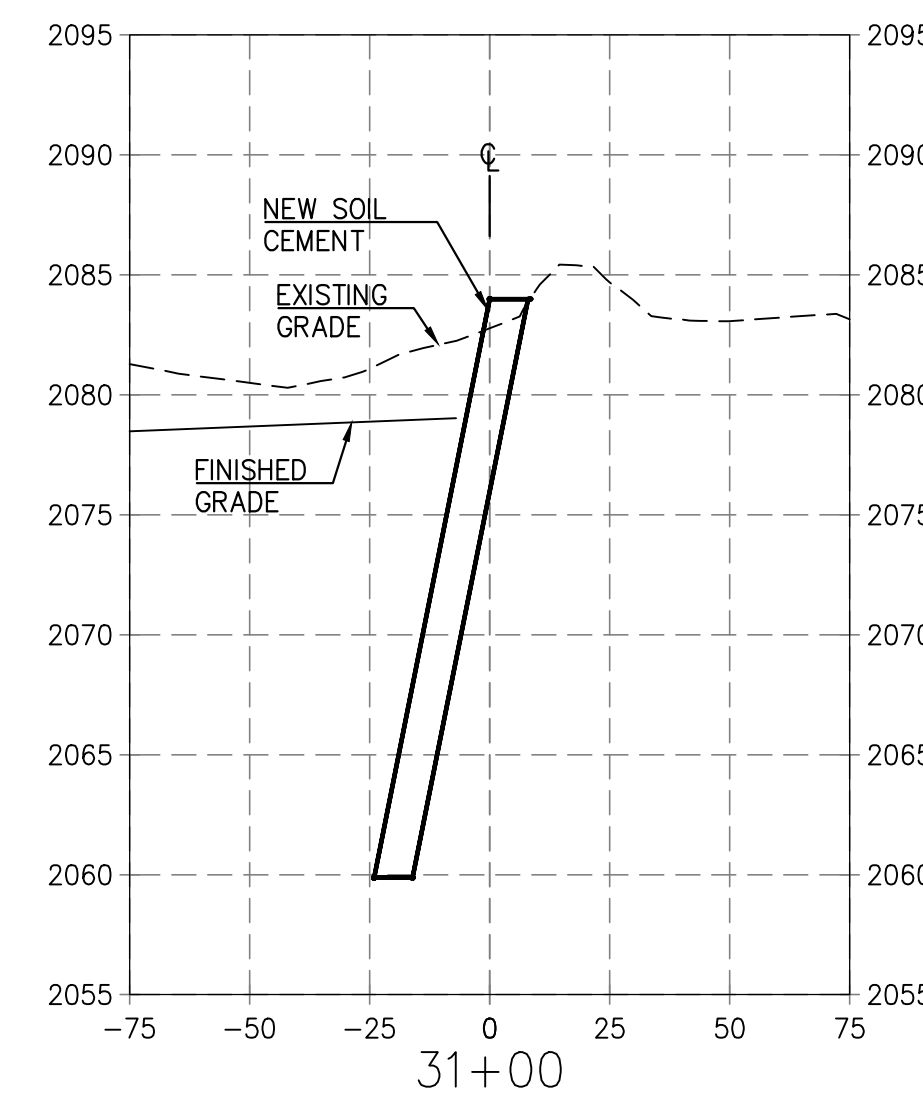
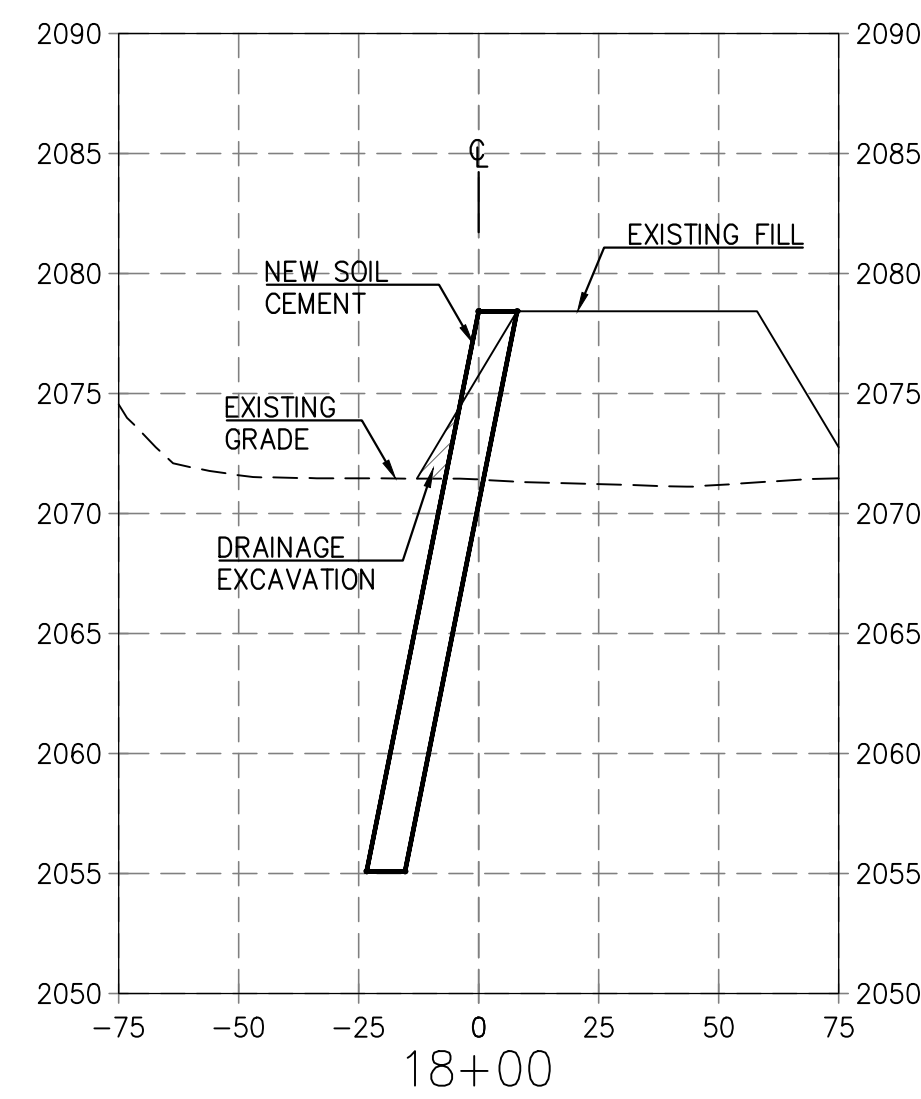
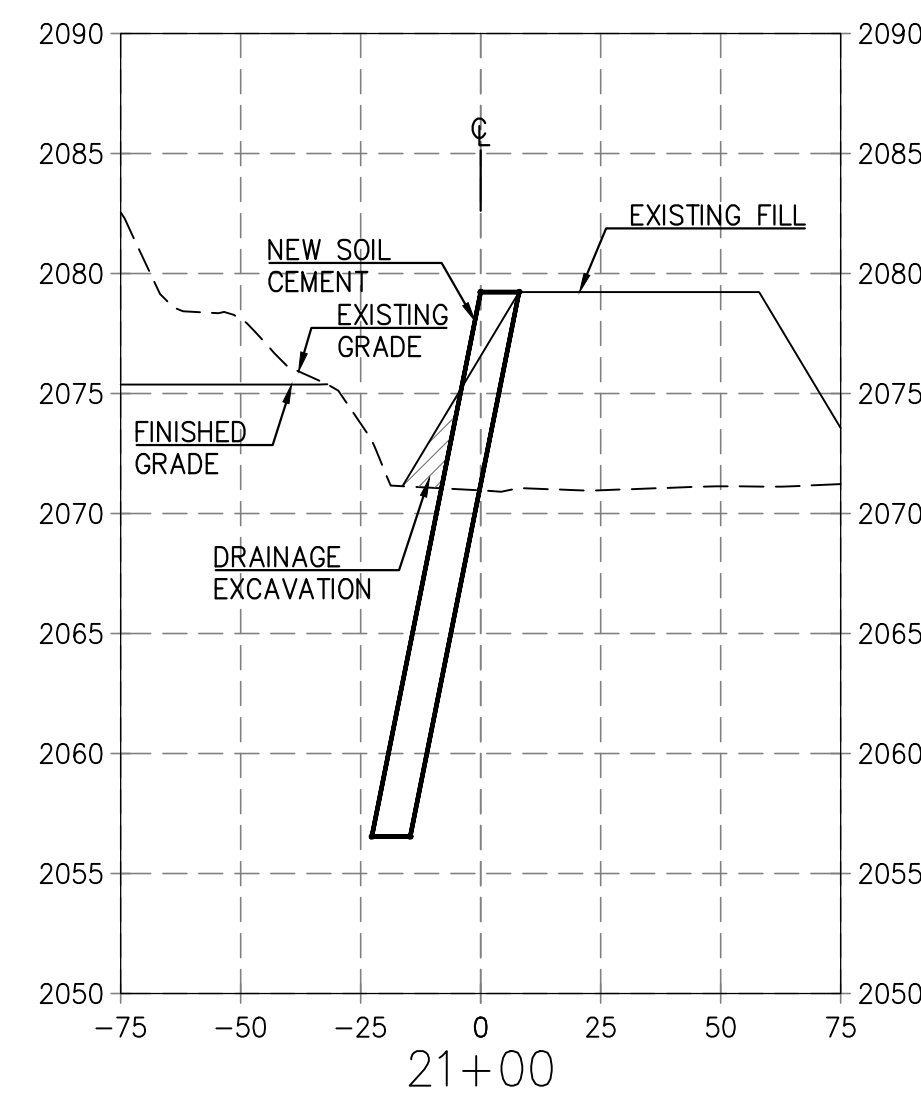
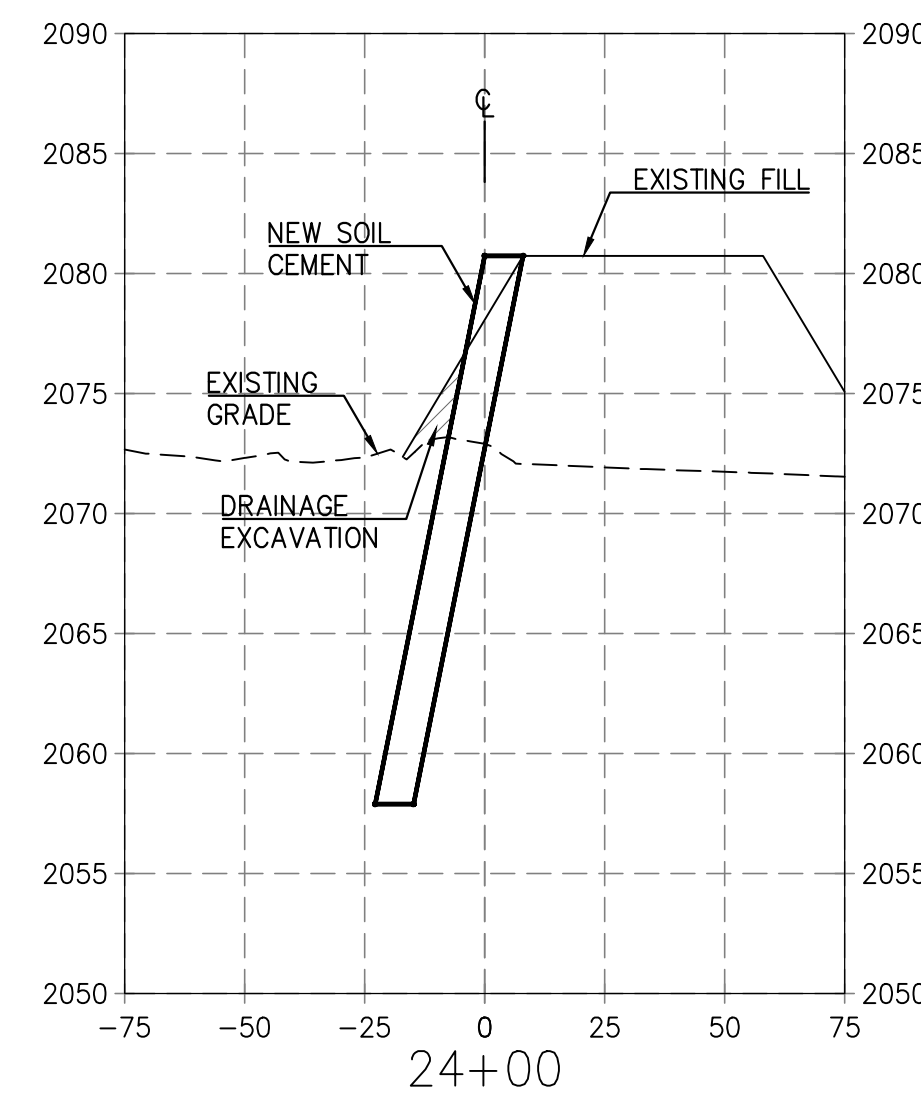
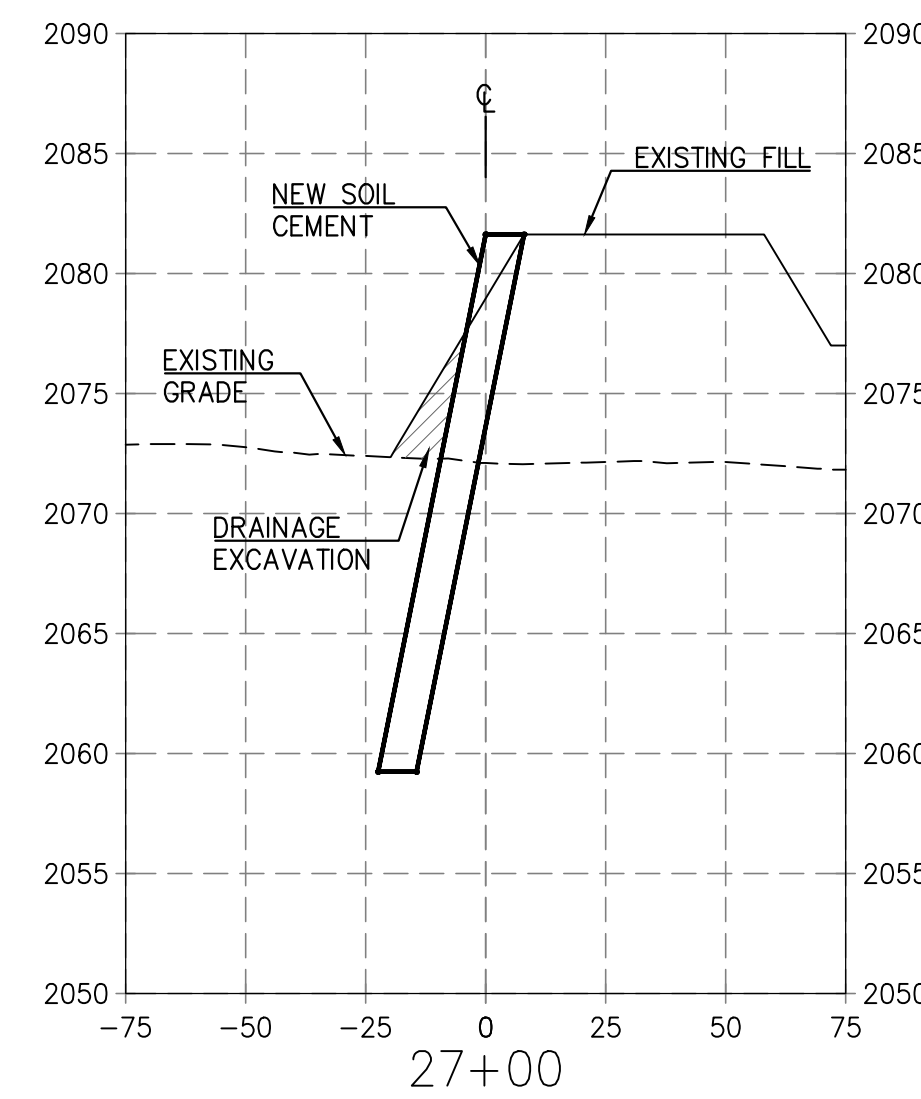
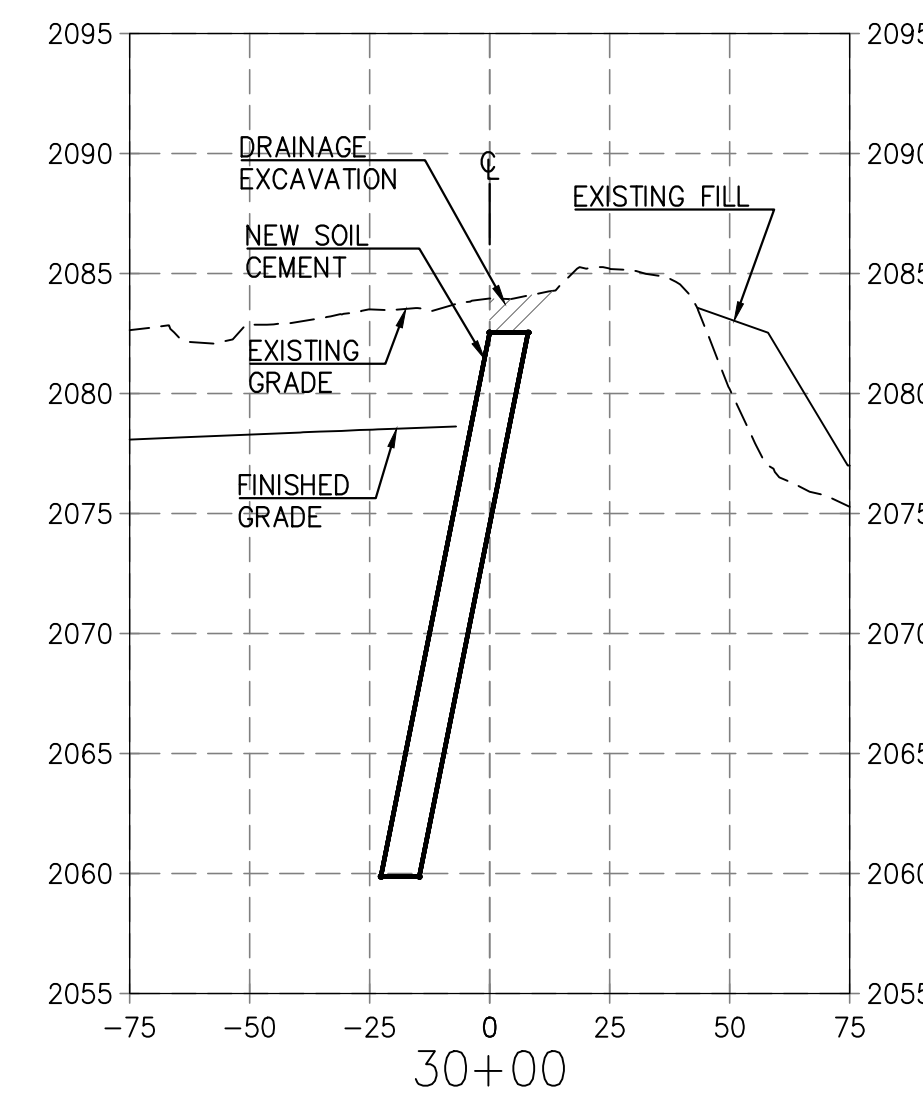
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

CROSS SECTIONS
FOR
EL RIO PRESERVE
BANK PROTECTION



PIMA COUNTY W.O. 5LKMNA

Page 133 of 190



NOTE:
EXISTING FILL WILL BE PLACED AS PART OF CHANNEL
MAINTENANCE UNDER A SEPARATE PROJECT.

SCALES:	HORIZ. 1"=40'
	VERT. 1"=8'

SHEET XS2 OF XS3

PAGE 2 OF 3

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA		11/2019
CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

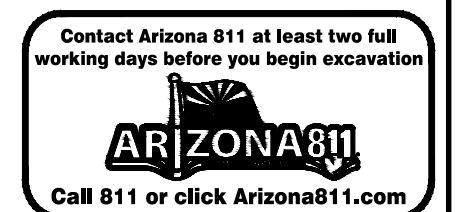
NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

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NOT FOR
CONSTRUCTION

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, Arizona 85705
(520) 292-2300 (520) 292-1290 (Fax)

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

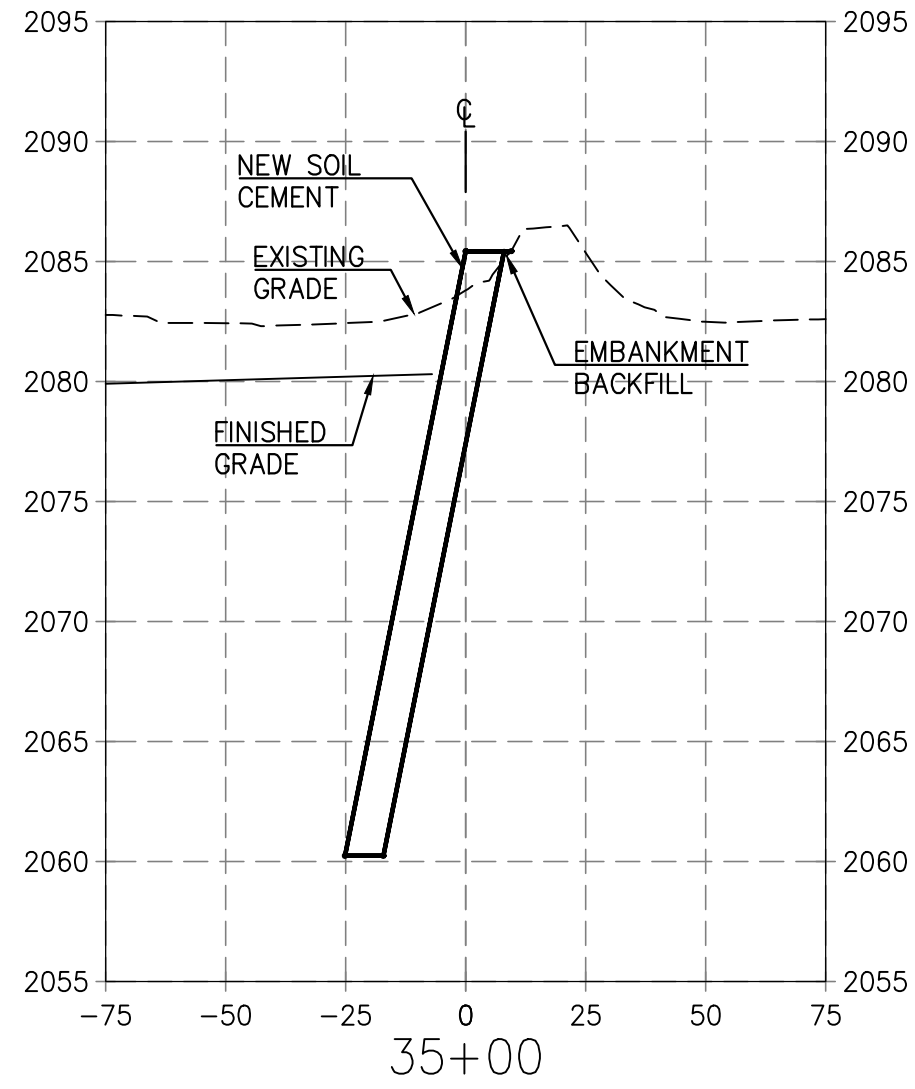
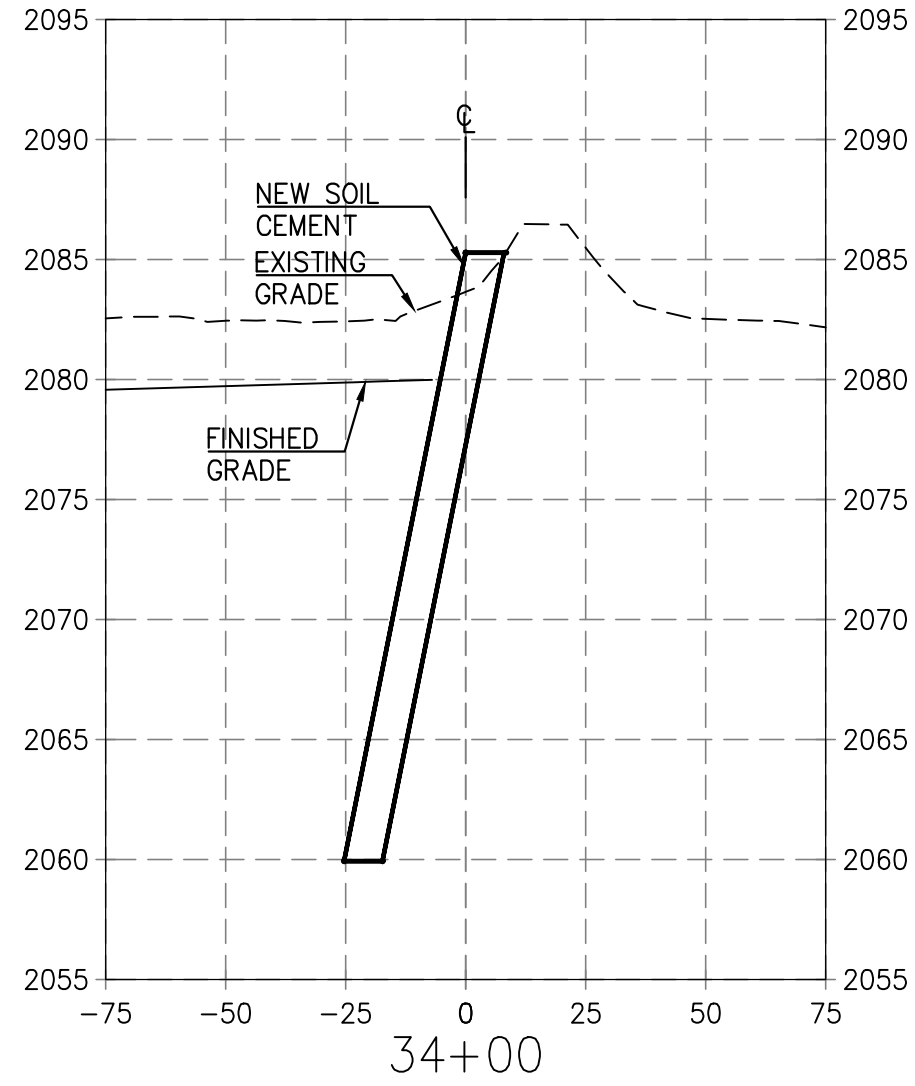
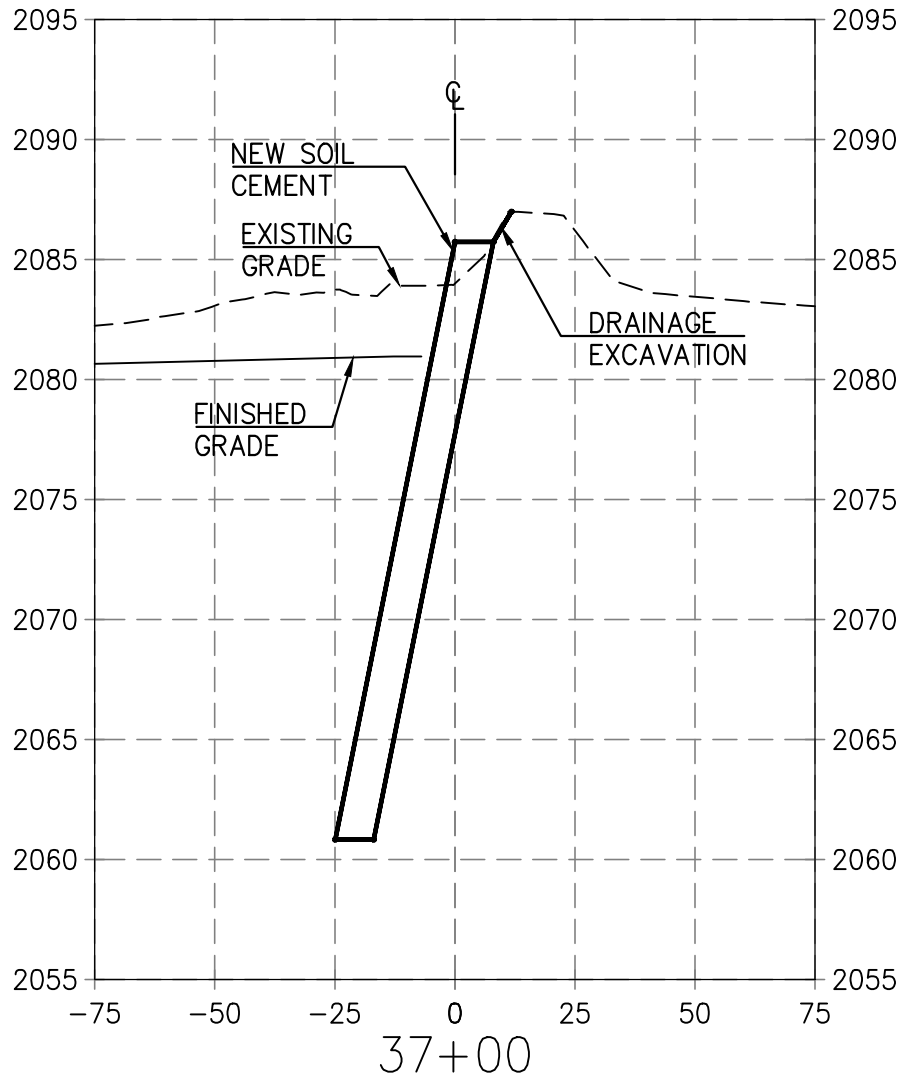
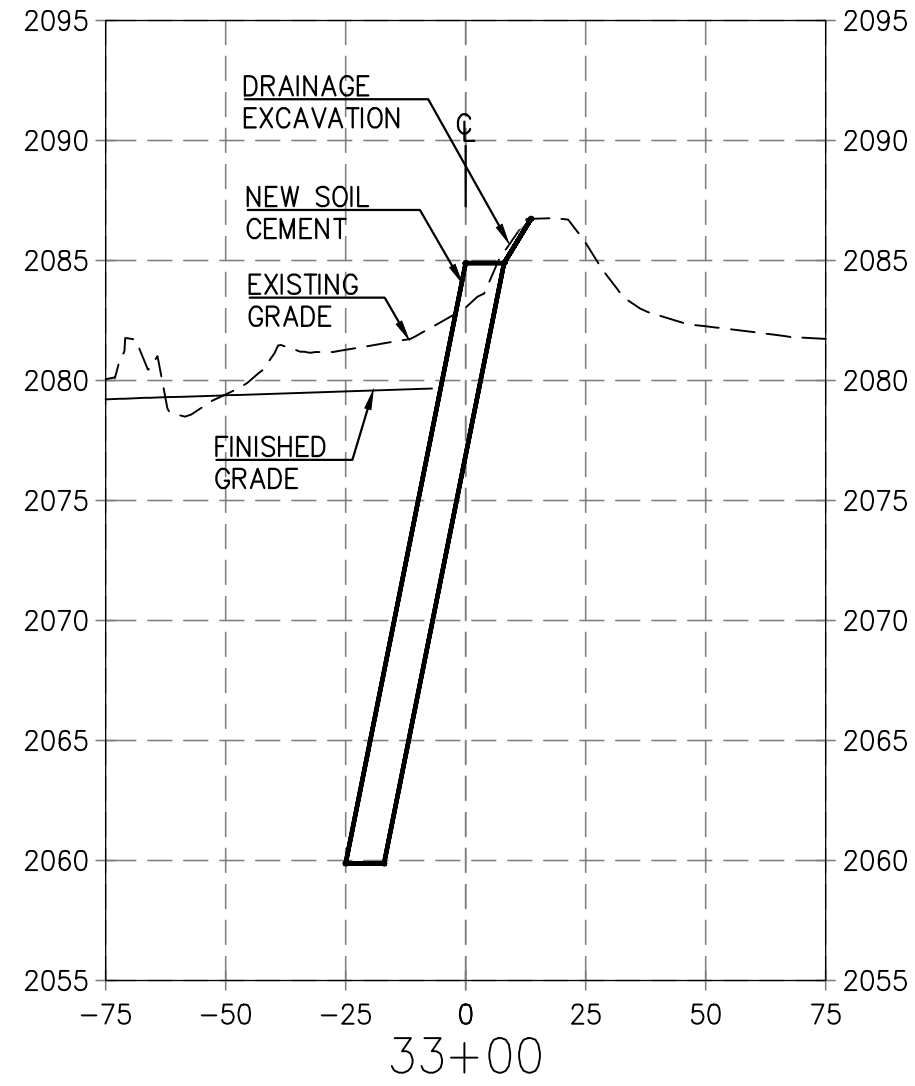
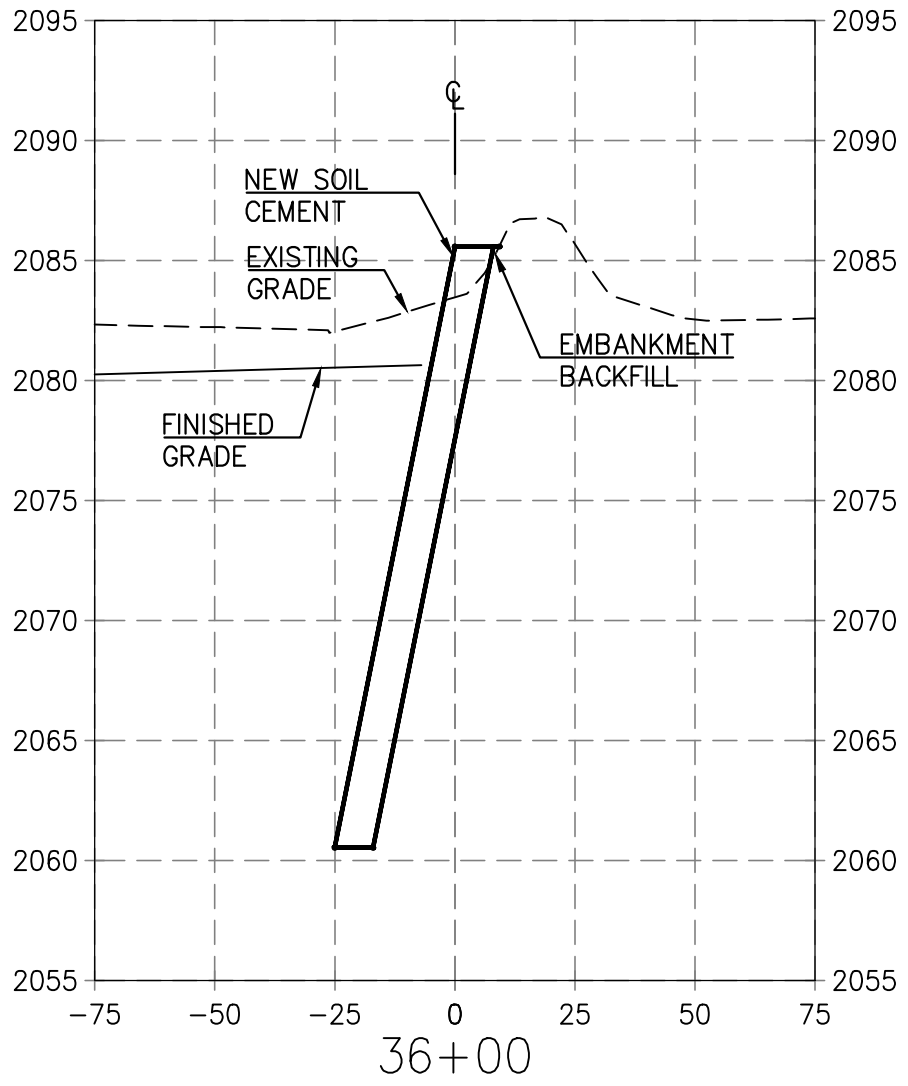
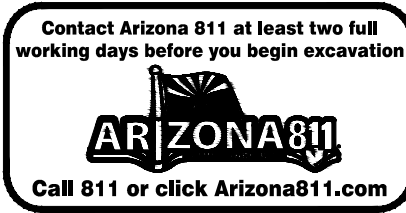
CROSS SECTIONS
FOR
EL RIO PRESERVE
BANK PROTECTION



PIMA COUNTY W.O. 5LKMNA

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NOTE:
EXISTING FILL WILL BE PLACED AS PART OF CHANNEL
MAINTENANCE UNDER A SEPARATE PROJECT.



SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
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CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

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(520) 292-2300 (520) 292-1290 (FAX)

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

CROSS SECTIONS
FOR
EL RIO PRESERVE
BANK PROTECTION

PIMA COUNTY W.O. 5LKMNA

EL RIO PRESERVE
STORMWATER POLLUTION PREVENTION PLAN
PCRFC D PROJECT No. 5LKMNA
FINAL PLANS

LEGEND
(Items in Legend Not to Scale)

CONTAINMENT AREAS
(Final Location to be Determined by Operator)
Material Storage/Use Area (ADOT 5.7.1\2)
Hazardous Material Area (ADOT 5.7.5)
Concrete Washout Area (ADOT 5.7.8)
Sanitary Facilities (CalTrans WM-9)
Spill Response Equipment (ADOT 5.7.4)

HYDROSEED
(See Hydroseed Mix in Appendix L)
(Permanent Erosion Control Method)

PROPOSED SOIL CEMENT

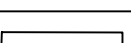
PERIMETER CONTROL
SEDIMENT CONTROL BERM (ES5)
(Temporary Non-Structural Erosion Control Measure)

INLET PROTECTION
SEDIMENT WATTLE (ES3)
(Temporary Non-Structural Erosion Control Measure)

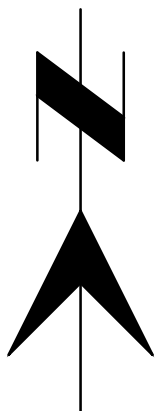
GRADING LIMITS

EXISTING CONDITIONS FLOW ARROW

PROPOSED HAUL ROUTE

SYMBOL	TEMPORARY BMP					
		SW02	SW03	SW04	SW05	TOTAL
	PERIMETER CONTROL SEDIMENT CONTROL BERM (ES5)	1650 LF	2610 LF	1440 LF	0 LF	5700 LF
	INLET PROTECTION SEDIMENT WATTLE (9") (ES3)	80 LF	0 LF	0 LF	0 LF	80 LF
	HYDROSEED (ES4)	3.6 AC	7.4 AC	12.0 AC	6.7 AC	29.7 AC

- NOTES:
- Operator will determine final location of Stabilized Construction Entrances according to site conditions. Entrances shall be located where dirt road meets paved road to minimize/eliminate tracking.
 - Sweeping required as secondary measure if trackout past Stabilized Construction Entrances is visible.
 - Hydroseed to be used on disturbed areas and slopes. Refer to Landscape Plans for seed mixes.
 - Erosion/Sediment controls will be placed on all side slope boundaries in lieu of sediment basins.
 - Spill response equipment shall be located within the Containment Areas and be accessible. Should an alternate location be determined by Contractor, the new location shall be shown.
 - Disturbed areas where construction halts for a period greater than 14 days will require temporary stabilization measures.
 - Slopes and flow velocities have been checked and are appropriate for the BMP shown at each location.
 - No BMP shall be placed such that ingress and egress access to individual lots is restricted.
 - There are no drywells onsite and no drywells located offsite with the potential to receive stormwater runoff from the site.
 - There are no wetlands within the limits of the project or adjacent to the project.
 - Areas outside the Limits of Disturbance shall remain undisturbed. Should additional areas need to be disturbed, the appropriate parties must be notified. Any project related activities or disturbance beyond the project limits will require historic preservation and cultural resources compliance to have been concluded before any disturbance can occur outside the project limits. The Site Maps/NOI must be updated accordingly.
 - BMPs within Section 404 Jurisdictional Waters are temporary and designed to divert low flow events from the project site as well as contain site flows. Large flows are expected to inundate the entire channel bottom and BMPs will need to be repaired/replaced when flood waters subside.
 - Field modifications to this plan are expected to be made throughout the life of this project. These modifications should be made by a professional taking responsibility for the SWPPP implementation and maintenance. Field changes should indicate project phasing, items necessary due to maintenance and placement of BMP's required to ensure the project meets the conditions of the 2013 Arizona Construction General Permit No. AZG2013-001 and the City of Tucson Stormwater Ordinance.
 - All SWPPP measures shall be installed so as to prevent all stormwater and construction water to be directed into or onto any sanitary sewer facilities within project limits. Additional measures include, but aren't limited to the use of rain stoppers and manhole covers deemed necessary by PCRWRD.



PROJECT INDEX MAP

SCALE: 1"=300'

SCALES:	HORIZ. 1"=200'	SHEET SW1 OF SW5
	VERT. N/A	

Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA811

Call 811 or click Arizona811.com

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

STORMWATER POLLUTION PREVENTION PLAN

FOR

EL RIO PRESERVE

BANK PROTECTION

P S O M A S

333 E. Wetmore Road, Suite 450
Tucson, AZ 85718
(520) 292-2300 (520) 292-1290 (FAX)

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CONSTRUCTION

SUZANNE SHIELDS, P.E., DIRECTOR

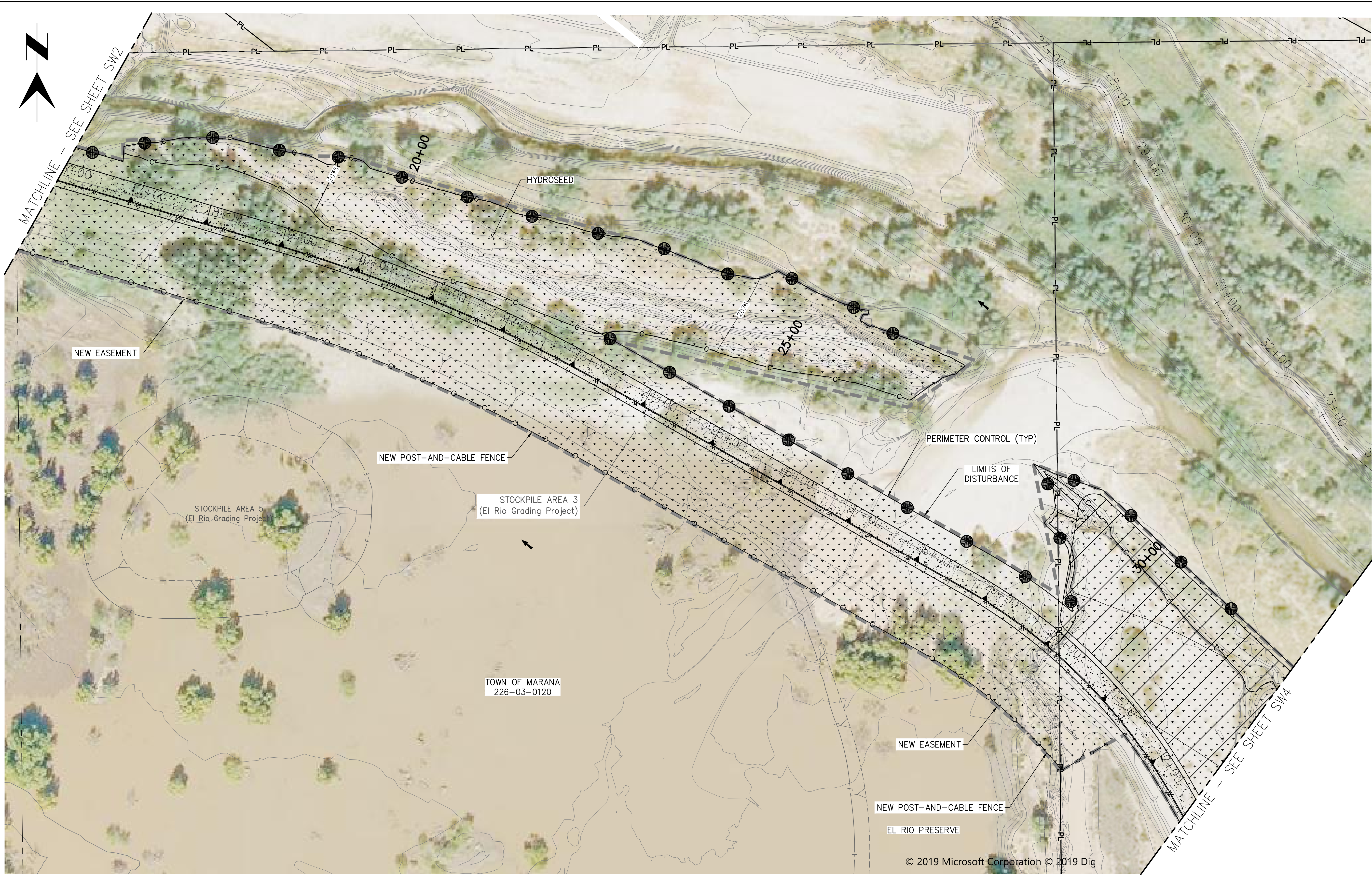
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CHECKED:	KL		11/2019
PROJ. ENG.:	CR		11/2019

NO.	REVISION	DESCRIPTION	DIV. ENGINEER	DATE

PIMA COUNTY W.O. 5LKMNA

PAGE 17 OF 21

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SCALES: HORIZ. 1"=60'
VERT. N/A

SHEET SW3 OF SW5

PAGE 19 OF 21

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

STORMWATER POLLUTION PREVENTION PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION

P S O M A S
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Tucson, AZ 85706
(520) 282-2300 (520) 282-1290 (FAX)

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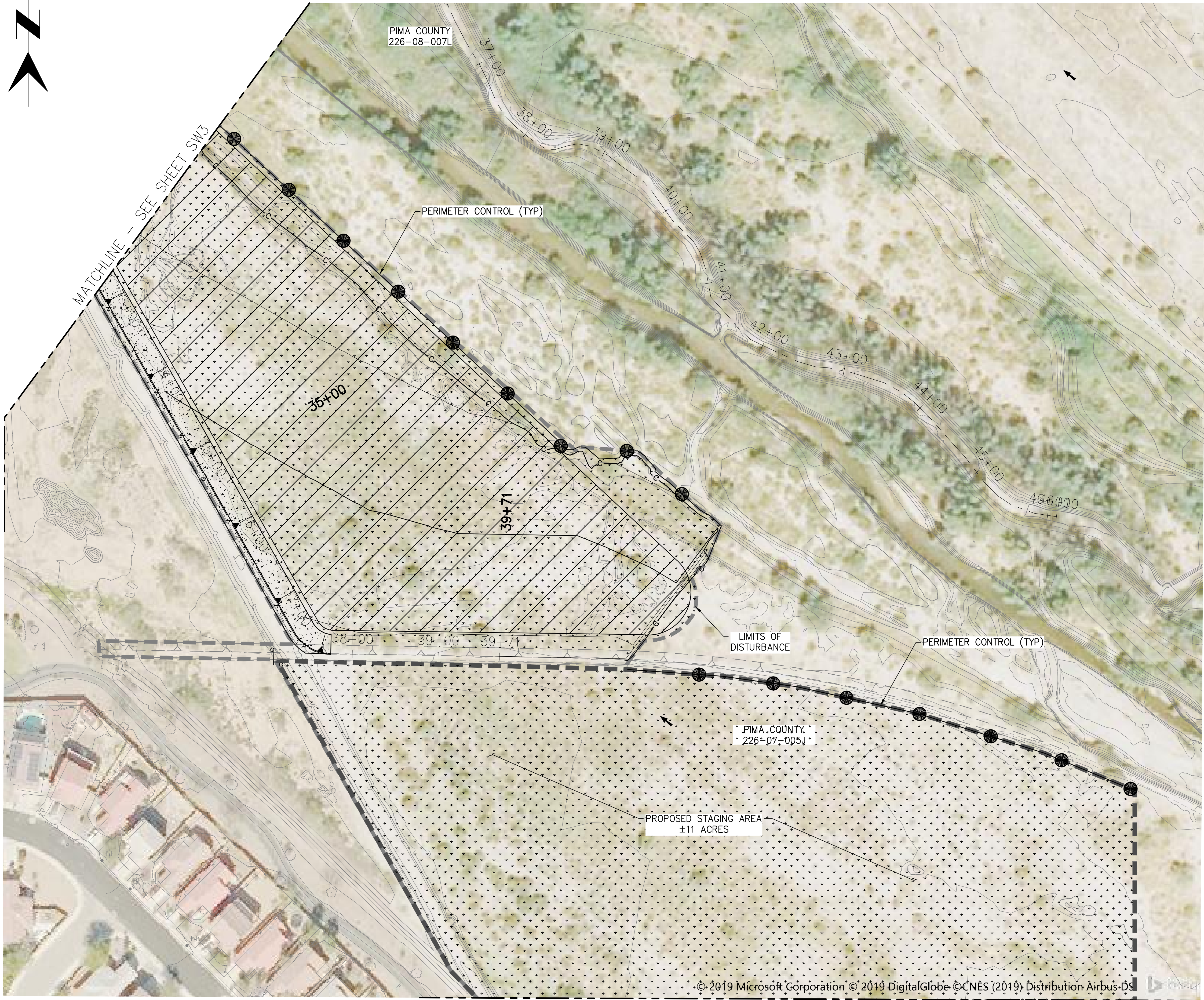
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CHECKED:	KL	DATE	11/2019
PROJ. ENG.:	CR	DATE	11/2019

SUZANNE SHIELDS, P.E., DIRECTOR

PIMA COUNTY W.O. 5LKMNA

T:\TFC\0801\ENGR\SHEETS\PHASE 1 PLANS\SWPPP\0-SW-ER.dwg SW4 Last Saved: Fri, 08 Nov 2019 By: Kelenore Plotted: Friday, November 8, 2019 3:51:28 PM



MATCHLINE — SEE SHEET SW5

SCALES: HORIZ. 1"=60'
VERT. N/A

SHEET SW4 OF SW5

PAGE 20 OF 21



STORMWATER POLLUTION PREVENTION PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION

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PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

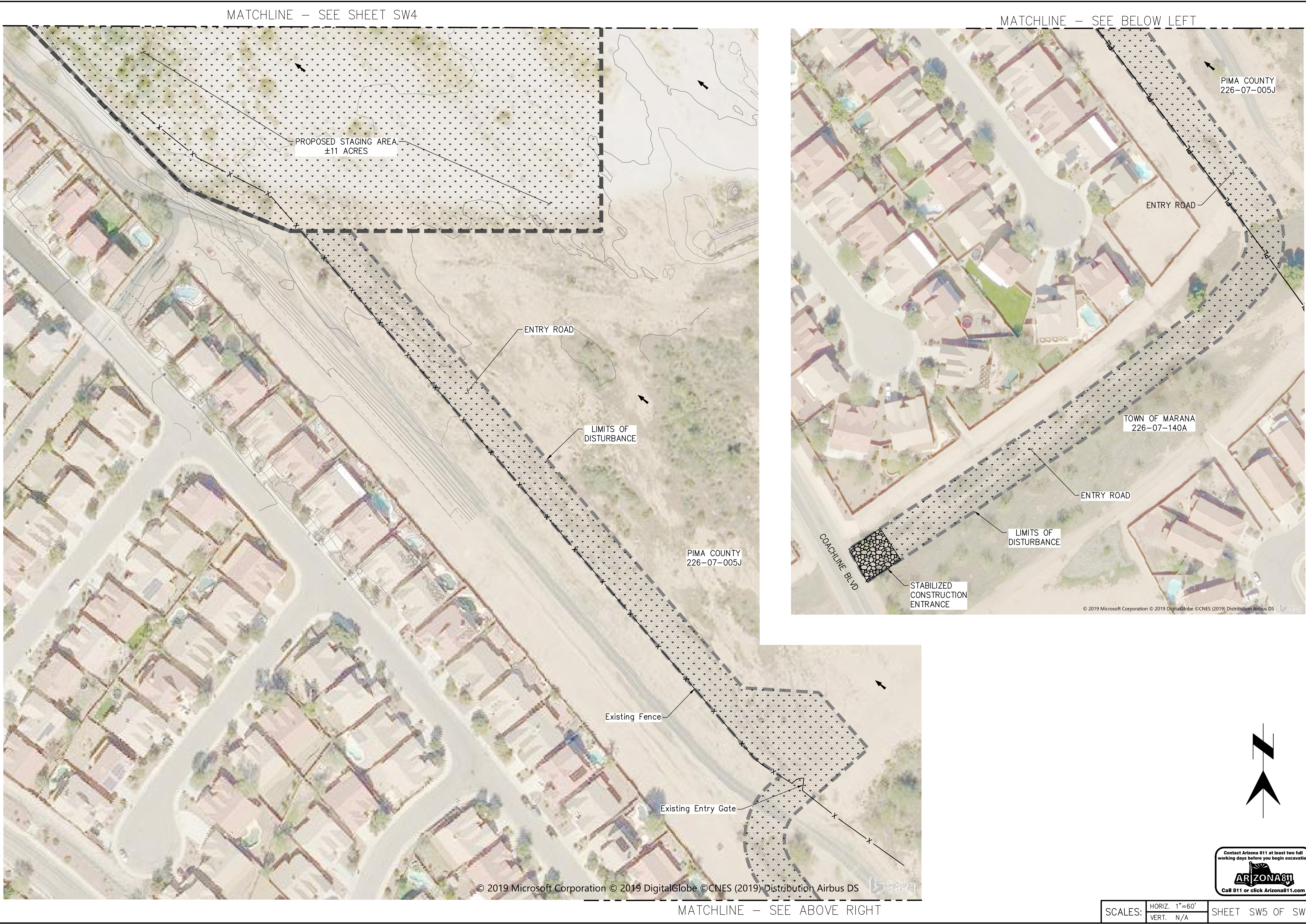
SUZANNE SHIELDS, P.E., DIRECTOR

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PROJ. ENG.:	CR	DATE	11/2019

PIMA COUNTY W.O. 5LKMNA

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SCALES:	HORIZ. 1"=60'	SHEET SW5 OF SW5
	VERT. N/A	

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PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

STORMWATER POLLUTION PREVENTION PLAN
FOR
EL RIO PRESERVE
BANK PROTECTION

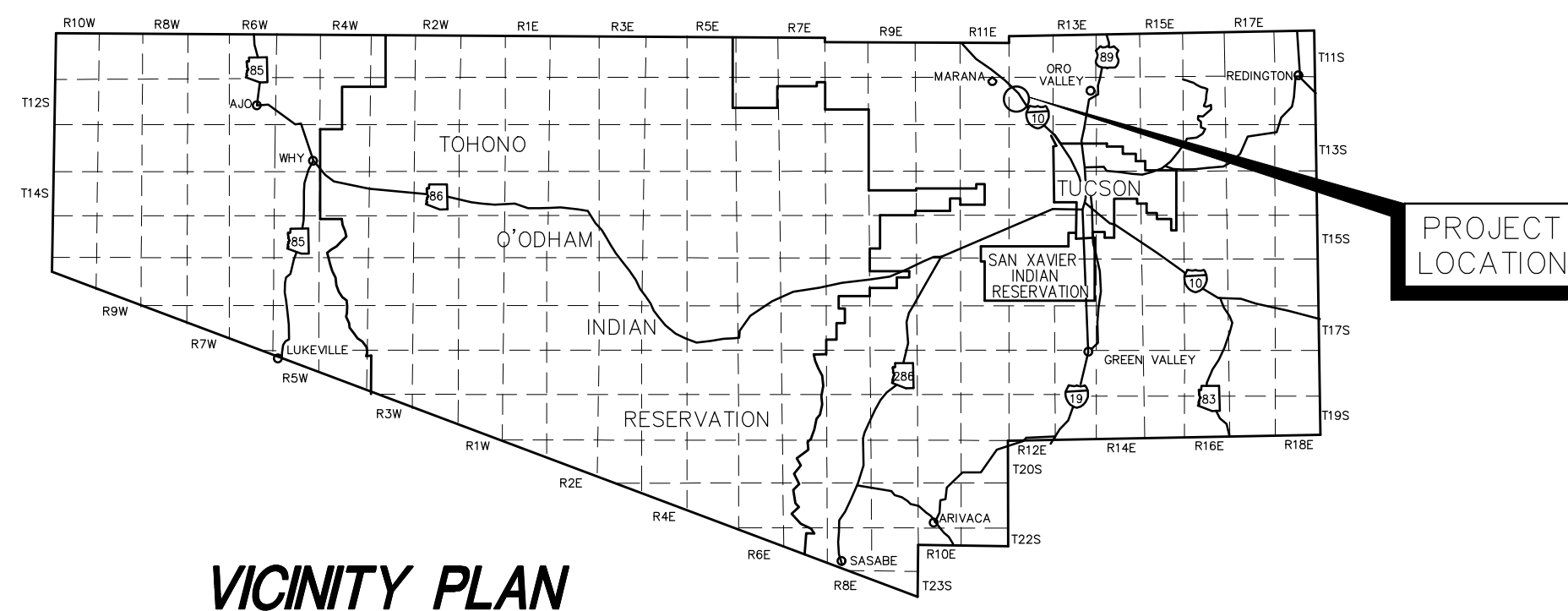
SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE	11/2019
DRAWN:	CR/KL/EA	CHECKED:	KL
PROJ. ENG.:	CR	DATE	11/2019

PIMA COUNTY W.O. 5LKMNA

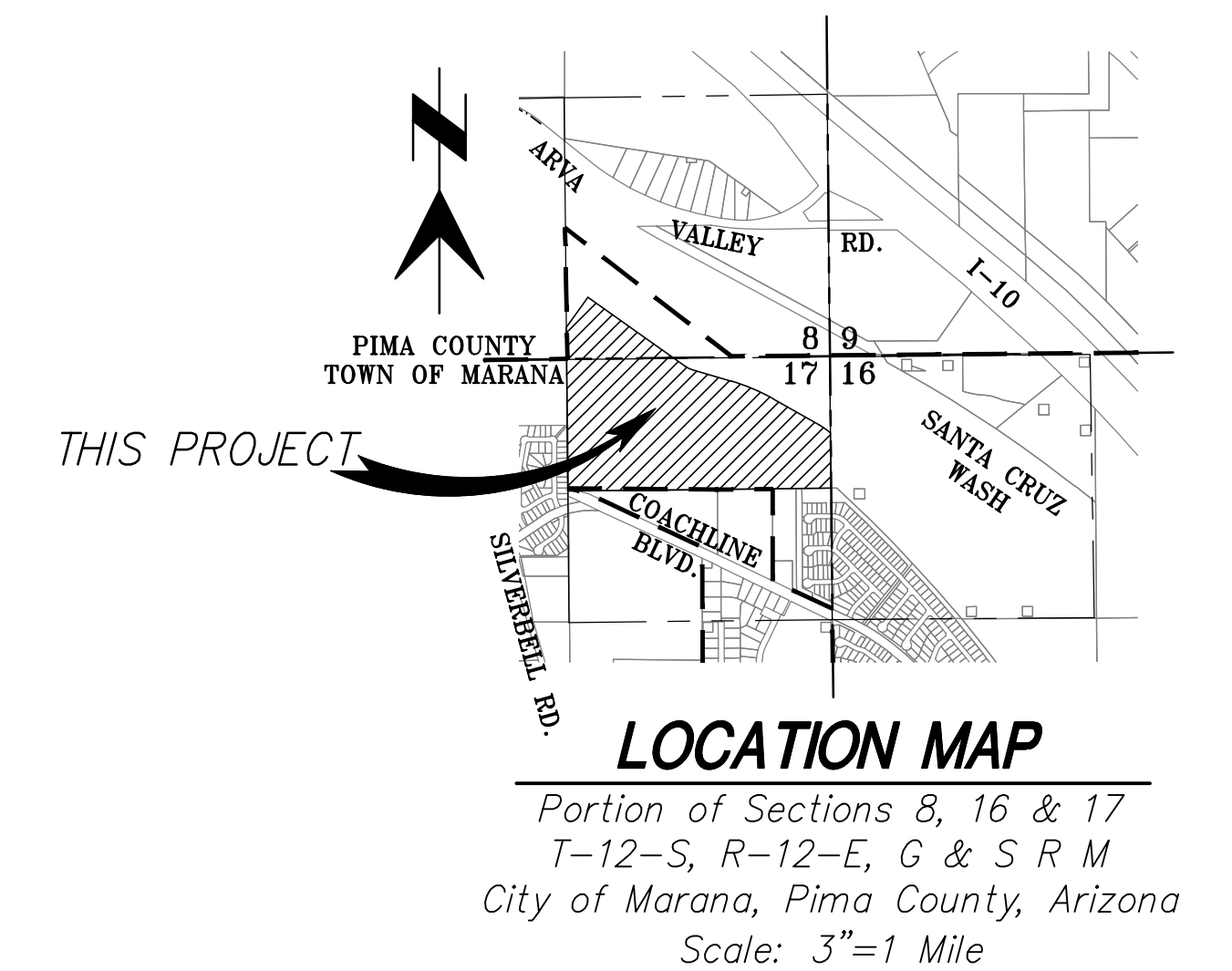
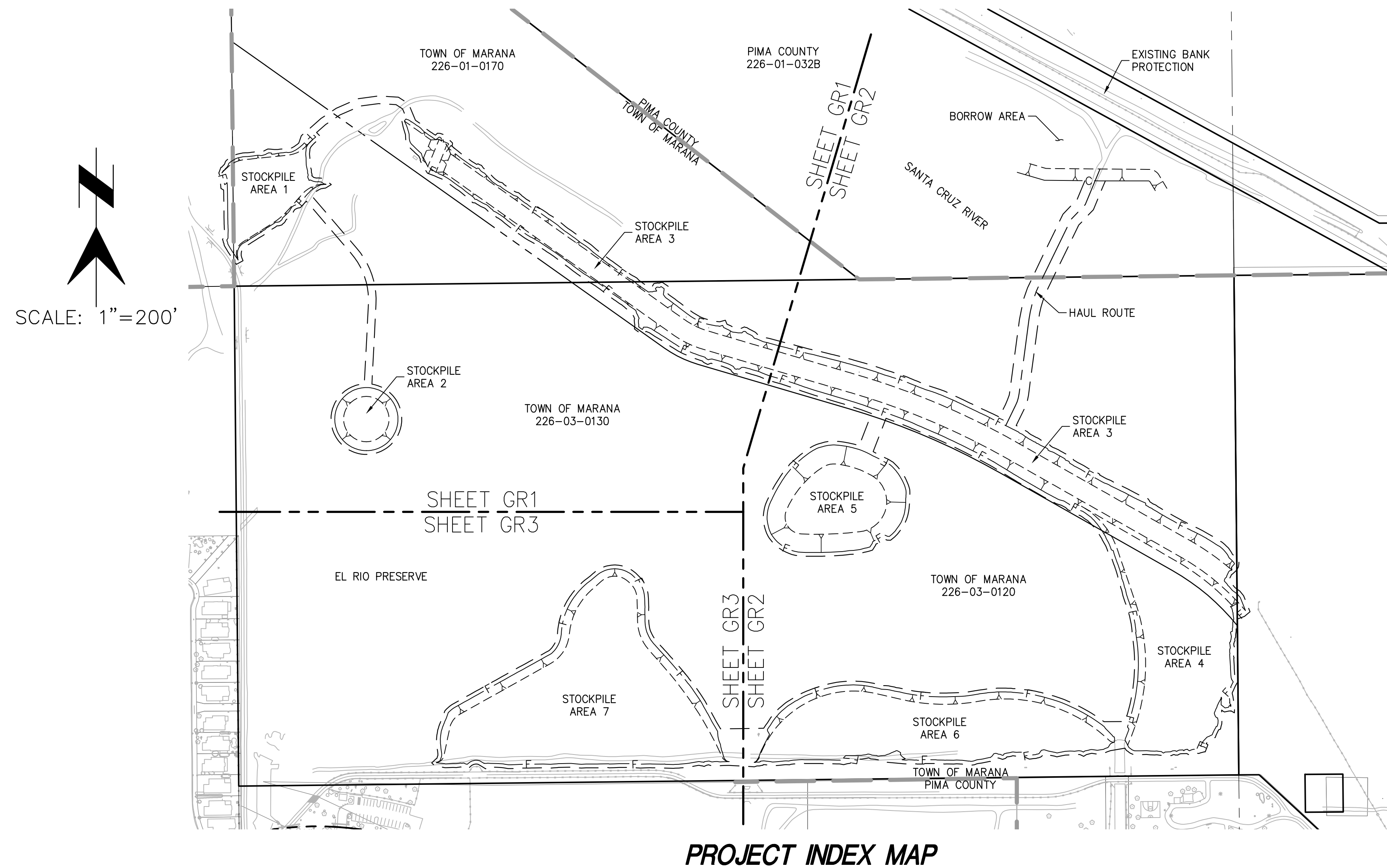
PAGE 21 OF 21

EXHIBIT C
Final Grading Plans



*EL RIO PRESERVE
GRADING PLAN
PCRFC D PROJECT No. _____
FINAL PLANS*

GENERAL DESCRIPTION OF PROJECT
THIS PROJECT WILL INCLUDE GRADING FOR
STOCKPILES WITHIN THE EL RIO PRESERVE AREA.



PIMA COUNTY BOARD OF DIRECTORS

RICHARD ELIAS	CHAIR	DISTRICT 5
ALLY MILLER	MEMBER	DISTRICT 1
RAMON VALADEZ	MEMBER	DISTRICT 2
SHARON BRONSON	MEMBER	DISTRICT 3
STEVE CHRISTY	MEMBER	DISTRICT 4

THIS PROJECT IS LOCATED IN SUPERVISOR DISTRICT 3

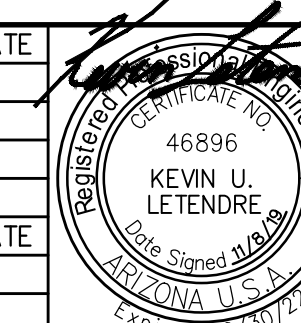
SHEET INDEX

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<i>NT1</i>	<i>2</i>	<i>NOTES, LEGEND & DETAIL</i>
<i>GR1-GR3</i>	<i>3-5</i>	<i>GRADING PLANS</i>
<i>GR4</i>	<i>6</i>	<i>SURVEY CONTROL POINT TABLES</i>



PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

NO.	REVIEWED BY	ENGINEER	DATE
NO.	AS BUILT	ENGINEER	DATE



PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT			
201 N. STONE AVE., 9th FLOOR		TUCSON, ARIZONA 85701	
SUZANNE SHIELDS, P.E., DIRECTOR			
REVIEWED BY	ENGINEER	DATE	APPROVED _____ 20____ _____ DIRECTOR
MGR. DESIGN ENGR.			
MGR. FIELD ENGR.			
SCALES:	HORIZ.: AS SHOWN VERT.: N/A	SHEET CS1 OF CS1	PAGE 1 OF 6

GENERAL NOTES:

1. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN ACCORDANCE TO PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARDS SPECIFICATIONS, 2015 EDITION AND DETAILS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, EXCEPT AS MODIFIED BY THE CONTRACT.
2. REMOVAL OF ALL CACTI AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW", A.R.S., CHAPTER 7. (ARS SECTION 3-901, ET. SEQ.) AND THE PIMA COUNTY NATIVE PLANT PRESERVATION ORDINANCE.
3. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
4. EXISTING VEGETATION BEYOND THE LIMITS OF GRADING WILL BE PRESERVED IN PLACE. PRIOR TO GRADING, THE CONTRACTOR SHALL STAKE THE GRADING LIMITS AND CONDUCT A FIELD VISIT WITH THE ENGINEER AT WHICH TIME EXISTING VEGETATION THAT IS TO BE PRESERVED IN PLACE SHALL BE AGREED UPON AND CLEARLY MARKED. EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING THAT IS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. DAMAGED VEGETATION SHALL BE REPLACED WITH THE SAME SPECIES AND AT THE SAME SIZE OR LARGER. ADDITIONALLY, VEGETATION WITHIN THE GRADING LIMITS WHICH CAN BE PROTECTED IN PLACE WITH REASONABLE EFFORT, IS NOT IN CONFLICT WITH PROPOSED IMPROVEMENTS, AND DOES NOT POSE A SIGNIFICANT IMPEDIMENT TO CONSTRUCTION ACTIVITIES SHALL BE IDENTIFIED PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES AND MARKED ACCORDINGLY.

HORIZONTAL CONTROL

THIS PROJECT UTILIZES THE ARIZONA COORDINATE SYSTEM, 1983 (ACS 83), NAD83 (HARN 92), INTERNATIONAL FEET, AND IS LOCATED IN THE CENTRAL ZONE. THE CONTROL NETWORK WAS SURVEYED IN MAY, 2018 USING TRIMBLE GPS UNITS UTILIZING RTK METHODS AND INCORPORATED THE FOLLOWING CONTROL POINTS:

STATION (REFERENCE)			
J09	(PIMA CTY. OPUS CTRL.)	* PRIMARY CONTROL POINT	
G05	(PIMA CTY. OPUS CTRL.)		
NN 121	CZ2524 (NGS)		
H 140	CZ0522 (NGS)		

SURFACE COORDINATES AND/OR DISTANCES WERE COMPUTED FROM THE ACS 83 COORDINATES BY APPLYING A PROJECT SPECIFIC GRID TO A SURFACE COMBINED ELEVATION AND SCALE FACTOR (CF) AT A CENTRAL POINT (NCP/ECP); COORDINATES WERE NOT TRUNCATED:

NP LOC = (NP ACS83 - NCP ACS83) * CF + NCP ACS83

EP LOC = (EP ACS83 - ECP ACS83) * CF + ECP ACS83

WHERE: NP LOC = LOCAL NORTH NP ACS83 = ACS 83 NORTH
NCP ACS83 = ACS 83 AT CENTRAL POINT
EP LOC = LOCAL EAST EP ACS83 = ACS 83 EAST
ECP ACS83 = ACS 83 AT CENTRAL POINT

COMBINED FACTOR (CF) = 1.0001278096

N 508803.790 (ACS83) E 942315.108 (ACS83) *CENTRAL POINT

VERTICAL CONTROL

THE VERTICAL DATUM FOR THIS PROJECT IS THE NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88). THE BENCH MARKS USED FOR THIS PROJECT WERE:

STATION	REFERENCE	ELEVATION
H 140	CZ0522 (NGS)	2089.95
B 424	CZ1431 (NGS)	2073.34 * PROJECT BENCHMARK

NOTE: ORTHOMETRIC HEIGHTS (ELEVATIONS) WERE DERIVED FROM GPS ELLIPSOID HEIGHT MEASUREMENTS AND THE APPLICATION OF A HIGH-RESOLUTION HYBRID GEOID MODEL, GEOID 12A.

GRADING NOTES:

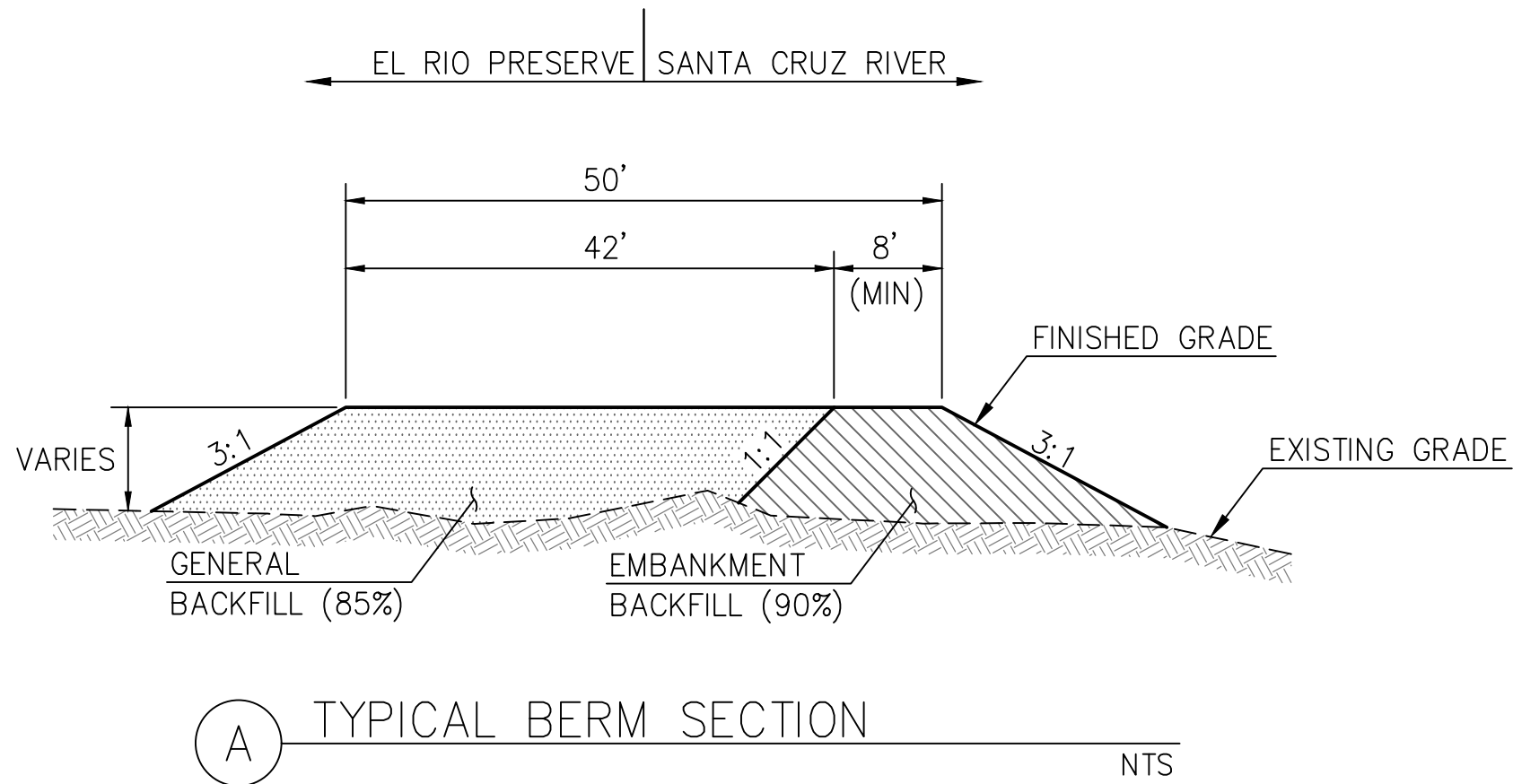
1. THE STAMPED SET OF APPROVED PLANS SHALL BE ON THE JOB SITE AT ALL TIMES.
2. THESE PLANS ARE TO BE USED FOR STOCKPILE GRADING. CONTRACTOR SHALL USE OTHER SPECIFIC IMPROVEMENT PLANS FOR IMPROVEMENTS OTHER THAN WHAT IS SHOWN ON THESE PLANS.
3. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING PUBLIC AND PRIVATE UTILITIES PRIOR TO ANY CONSTRUCTION. CALL BLUE STAKE (1-800-782-5348) TWO FULL WORKING DAYS PRIOR TO EXCAVATION.
4. THE CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS AND SHALL PROVIDE ASSISTANCE CALLED FOR BY THE ENGINEER OR HIS ASSISTANTS UPON ANY PART OF THE WORK WHENEVER SO REQUESTED.
5. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEERS. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
7. IF CONSTRUCTION WATER IS NOT AVAILABLE IN THE AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CONSTRUCTION WATER.
8. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL PIMA COUNTY REGULATIONS REGARDING DUST POLLUTION.
9. CONTRACTORS SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
10. ALL WORK SHALL CONFORM TO PIMA COUNTY STANDARDS FOR GRADING AND RELATED SITE WORK.
11. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
12. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY PIMA COUNTY.
13. IN THE EVENT THAT ARCHAEOLOGICAL/CULTURAL REMAINS, ANY HUMAN REMAINS OR FUNERARY ITEMS ARE ENCOUNTERED DURING EXCAVATION OR CONSTRUCTION, GROUND MODIFICATION ACTIVITIES MUST CEASE IN THE IMMEDIATE VICINITY OF THE DISCOVERY, AND THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. 41-865.
14. ALL GRADES SHOWN ON PLANS ARE FINISH GRADES.
15. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
16. ESTIMATED EARTHWORK QUANTITIES FOR PERMIT PURPOSES ONLY. NO ALLOWANCE FOR SHRINKAGE OR SWELLING HAS BEEN MADE.
17. EXISTING UTILITIES ARE SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
19. GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
20. COMPACTION IN ALL AREAS SHALL BE TO A MINIMUM OF 85% OF THE MAXIMUM DENSITY AS DETERMINED BY THE AASHTO DESIGNATION T-99, METHOD A, EXCEPT WHERE SHOWN ON THE PLAN. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH OF EIGHT INCHES (8"), BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY.
21. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS, INCLUDING BUT NOT LIMITED TO: CLEARING, SUBGRADE PREPARATION, BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
22. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTION DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT, IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT.
23. ALL GRADING SHALL CONFORM TO THE PIMA COUNTY GRADING STANDARDS, PC ZONING CODE CHAPTER 18.81. CUT OR FILL SLOPES THREE-TO-ONE (3:1) (HORIZONTAL:VERTICAL) OR LESS, SHALL AT A MINIMUM BE REVEGETATED.
24. THE MATERIAL FOR STOCKPILE AREA 2 MAY BE SPREAD OVER AREA 6 (OR AREA 4 IF THE PROJECT ULTIMATELY JUSTIFIES THE NEED FOR AREA 4) AND NOT LEFT AS A STOCKPILE. TOWN OF MARANA MAY STRIP THE MATERIAL OFF IN THE FUTURE.
25. CLEARING AND GRUBBING MATERIAL MAY BE CHIPPED AND THE CHIPPED WASTE SPREAD OUT UNDER STOCKPILE AREAS 4, 6 OR 7. THE CHIPPED MATERIAL TO BE CAPPED BY THE FORTHCOMING EARTHWORK. SIGNIFICANT AREA OF EXPOSED WASTED VEGETATION IN THE PRESERVE IS NOT ALLOWED.

LEGEND

NEW	EXISTING	FEATURE
		CONTOURS
		RIGHT OF WAY LINE
		PROPERTY LINE
		LIMIT OF CUT
		LIMIT OF FILL
		SLOPE INDICATOR
		TOP OF SLOPE
		GRADING LIMITS
		POINT NUMBER SPOT ELEVATION
		SLOPE AND FLOW ARROW

EARTHWORK QUANTITIES

STOCKPILE AREA	FILL
AREA 1	2,770 CY
AREA 2	4,759 CY
AREA 3 & 4	60,158 CY
AREA 5	13,640 CY
AREA 6	22,515 CY
AREA 7	47,611 CY
TOTAL VOL.	151,453 CY



(A) TYPICAL BERM SECTION NTS



SUZANNE SHIELDS, P.E., DIRECTOR

NO.	REVISION	DESCRIPTION	DIV. ENGINEER	DATE

DESIGNED:	CR	DATE:	11/2019
DRAWN:	CR/KL/EA	DATE:	11/2019
CHECKED:	KL	DATE:	11/2019
PROJ. ENG.:	CR	DATE:	11/2019

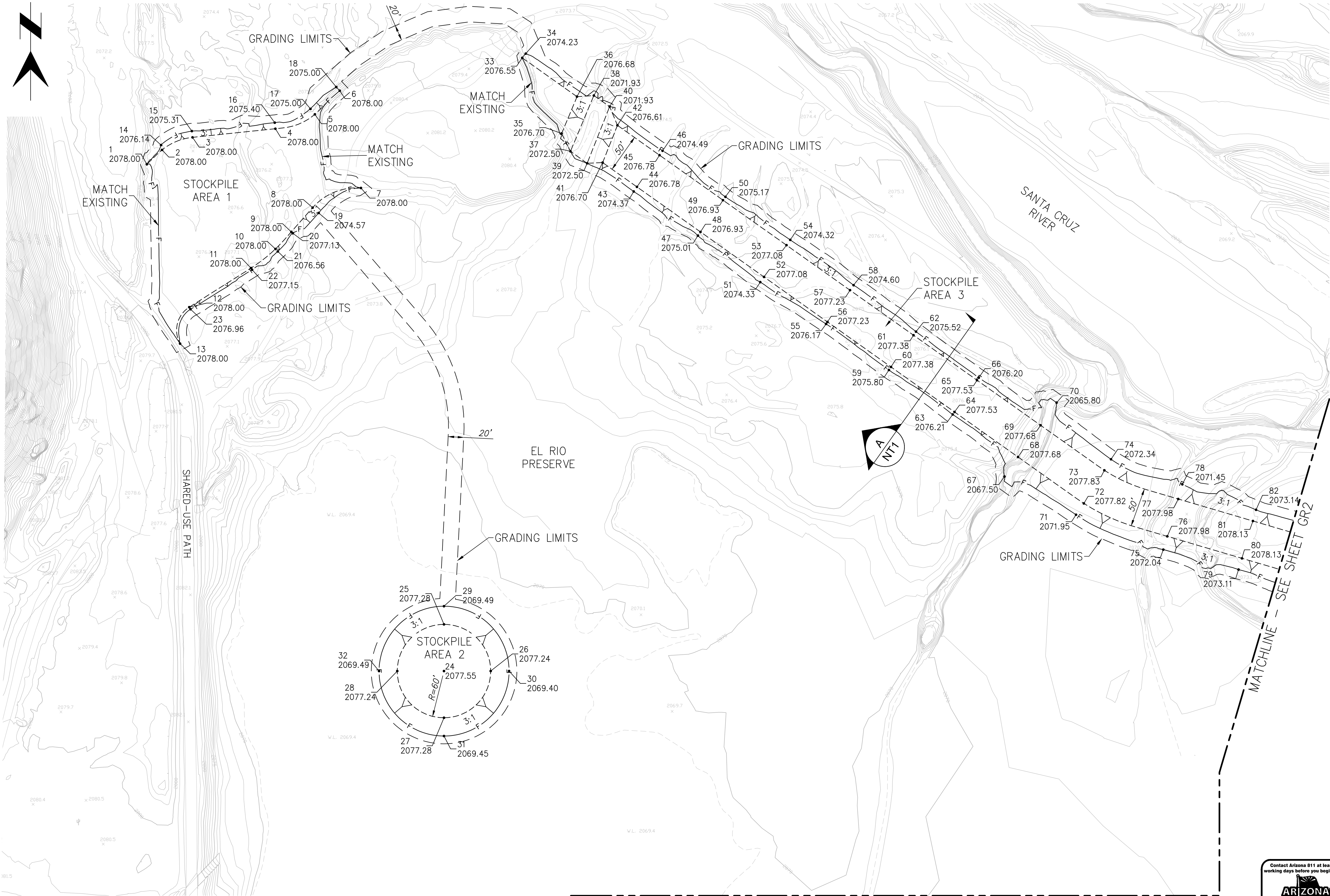
P S O M A S
333 E. Wetmore Road, Suite 450
Tucson, AZ 85706
(520) 982-2300 (520) 292-1290 (FAX)

GENERAL NOTES
FOR
EL RIO PRESERVE
MARANA, AZ

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

PIMA COUNTY W.O. -----

T:\JFC\8102\WATERS\SHETS\Drainage\C-ERO\GR01.dwg GRADING Last Saved: Fri, 08 Nov 2019 11:21:57 AM Friday, November 8, 2019 11:21:57 AM



SCALES: HORIZ.: 1"=60'
VERT.: N/A

SHEET GR1 OF GR4

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GRADING PLAN
FOR
EL RIO PRESERVE
MARANA, AZ

P S O M A S

333 E. Wetmore Road, Suite 450
Marana, AZ 85648
(520) 282-2300 (520) 282-1290 (FAX)



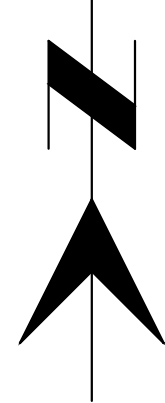
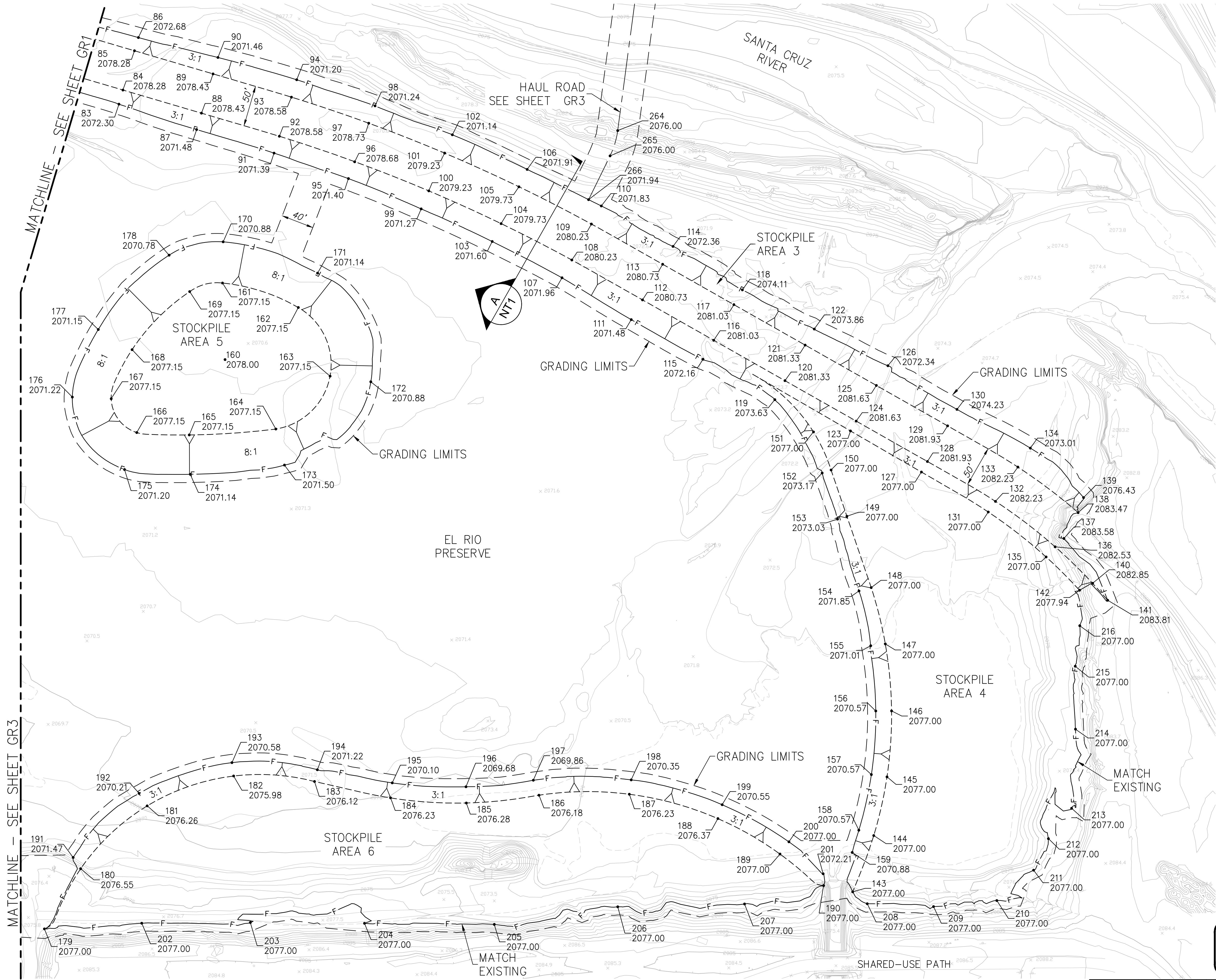
PIMA COUNTY W.O. _____

SUZANNE SHIELDS, P.E., DIRECTOR

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

		DATE
DESIGNED:	CR	11/2019
DRAWN:	CR/KL/EA	11/2019
CHECKED:	KL	11/2019
PROJ. ENG.:	CR	11/2019

T:\7FCU8002\WATERS\Drawings\Grading\GR2.dwg GRADING 2 Last Saved: Fri, 08 Nov 2019 By: Kletendre Plotted: Friday, November 8, 2019 11:22:06 AM



SCALES: HORIZ.: 1"=60'
VERT.: N/A

SHEET GR2 OF GR4

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

GRADING PLAN FOR EL RIO PRESERVE MARANA, AZ

SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE:	11/2019
DRAWN:	GR/KL/EA	CHECKED:	11/2019
PROJ. ENG.:	KL	CR	11/2019

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE

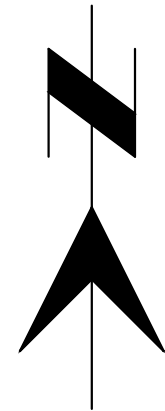
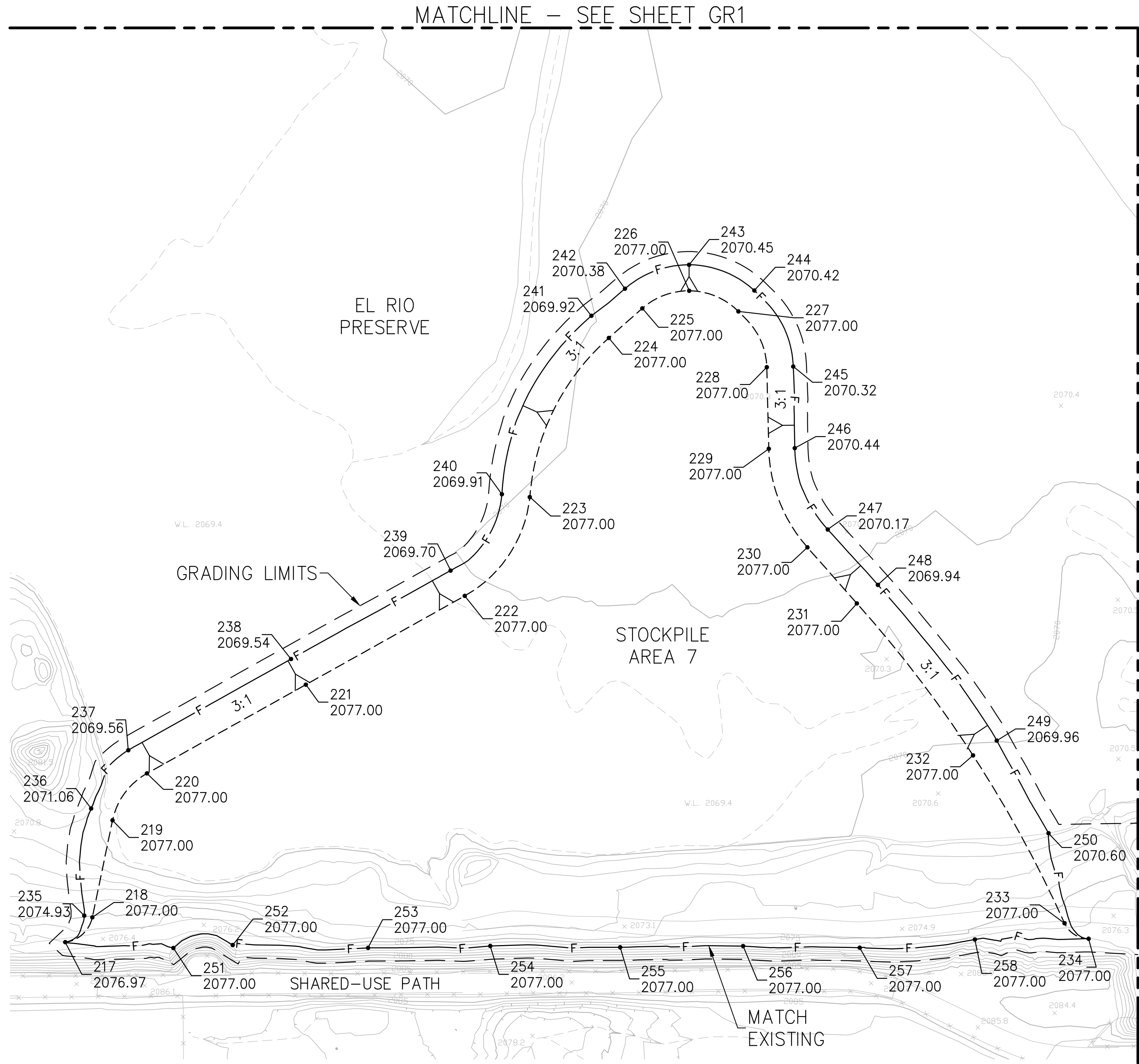
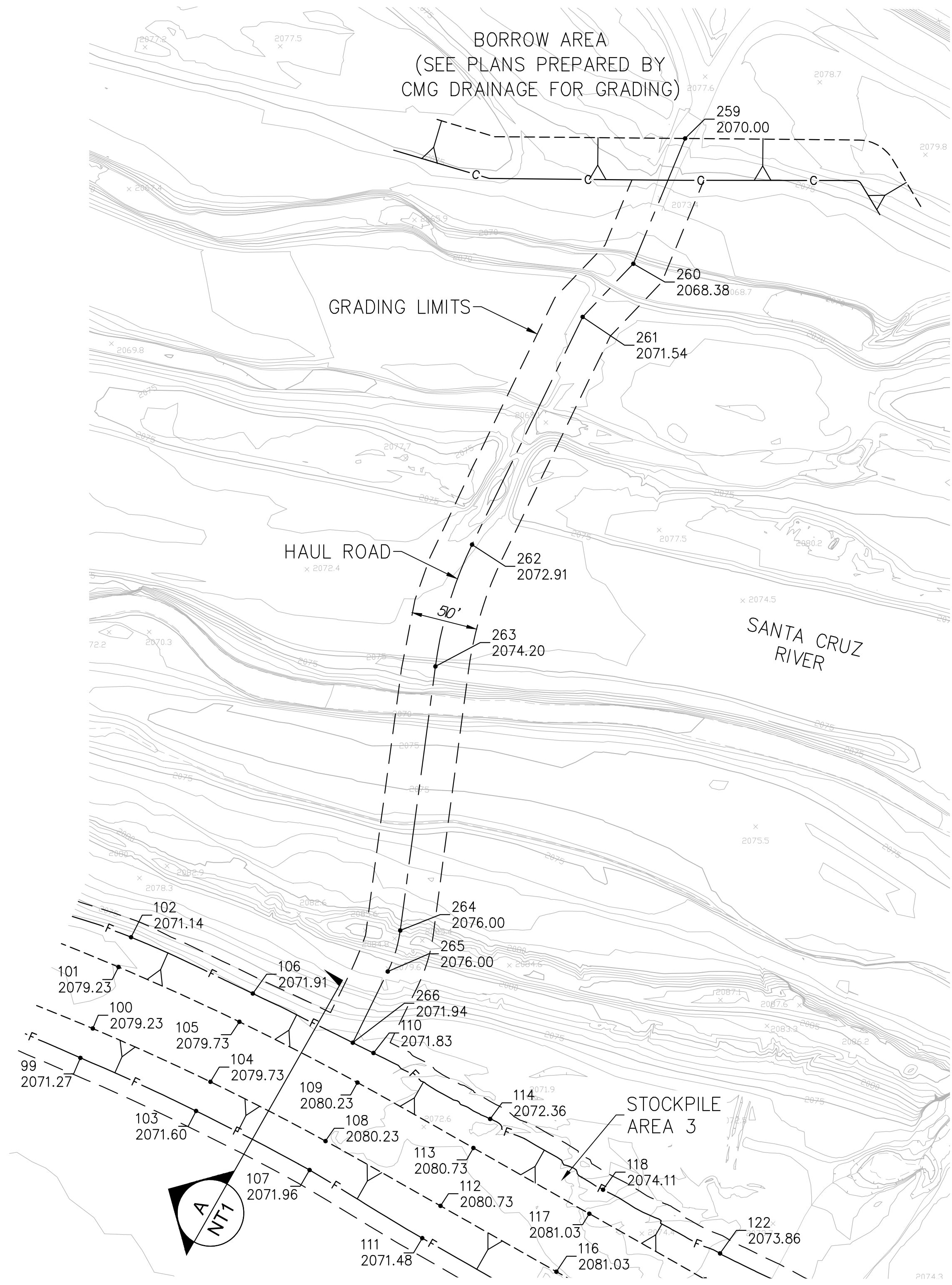


P S O M A S
333 E. Wetmore Road, Suite 450
Marana, AZ 85946
(520) 282-2300 (520) 282-1290 (FAX)

PIMA COUNTY W.O. _____

PAGE 4 OF 6

T:\JFC\0802\WATERS\SHEETS\Drainage\0-ERO\GR01.dwg GRADING 3 Last Saved: Fri, 08 Nov 2019 By: Kletendre Plotted: Friday, November 8, 2019 11:22:23 AM

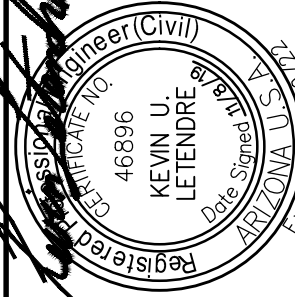


SCALES: HORIZ.: 1"=60' VERT.: N/A SHEET GR3 OF GR4

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT GRADING PLAN FOR EL RIO PRESERVE MARANA, AZ SUZANNE SHIELDS, P.E., DIRECTOR

DESIGNED:	CR	DATE:	
DRAWN:	GR/KL/EA	11/2019	
CHECKED:	KL	11/2019	
PROJ. ENG.:	CR	11/2019	

NO.	REVISION DESCRIPTION	DIV. ENGINEER	DATE



P S O M A S
333 E. Wetmore Road, Suite 450
Marana, AZ 85648
(520) 282-2300 (520) 282-1290 (FAX)

T:\JPC\81002\WATERS\SHEETS\Drainage\C-ERO\GR01.dwg GRADING 4 Last Saved: Fri, 08 Nov 2019 By: Kletendre Plotted: Friday, November 8, 2019 11:22:31 AM

Point Table			
Point #	Northing	Easting	Elevation
1	508789.50	939640.91	2078.00
2	508807.99	939660.33	2078.00
3	508824.12	939699.55	2078.00
4	508835.20	939805.98	2078.00
5	508853.64	939856.70	2078.00
6	508884.04	939888.61	2078.00
7	508759.03	939915.89	2078.00
8	508733.82	939853.83	2078.00
9	508702.72	939826.43	2078.00
10	508680.70	939806.07	2078.00
11	508656.17	939774.72	2078.00
12	508605.92	939695.35	2078.00
13	508559.11	939683.61	2078.00
14	508814.14	939659.16	2076.14
15	508832.14	939698.71	2075.31
16	508842.97	939805.19	2075.40
17	508860.68	939851.07	2075.00
18	508888.82	939884.17	2075.00
19	508727.02	939861.54	2074.57
20	508700.92	939828.32	2077.13
21	508677.59	939809.04	2076.56
22	508654.00	939776.09	2077.15
23	508603.30	939697.01	2076.96
24	508138.37	940022.53	2077.55
25	508198.37	940022.53	2077.28
26	508138.37	940082.53	2077.24
27	508078.37	940022.53	2077.28
28	508138.37	939962.53	2077.24
29	508221.72	940022.53	2069.49
30	508138.37	940106.14	2069.40
31	508054.90	940022.53	2069.45
32	508138.37	939939.18	2069.49
33	508926.25	940123.05	2076.55
34	508931.62	940127.49	2074.23
35	508829.07	940173.66	2076.70
36	508876.44	940193.29	2076.68
37	508806.15	940185.03	2072.50
38	508877.84	940215.05	2071.93
39	508790.75	940206.42	2072.50
40	508863.63	940235.37	2071.93
41	508791.71	940226.35	2076.70
42	508839.53	940245.34	2076.61
43	508754.55	940266.23	2074.37
44	508760.46	940270.42	2076.78
45	508801.25	940299.34	2076.78
46	508806.87	940303.28	2074.49
47	508697.92	940348.68	2075.01
48	508702.62	940352.00	2076.93
49	508743.41	940380.92	2076.93
50	508747.72	940383.97	2075.17
51	508638.07	940428.77	2074.33
52	508644.78	940433.57	2077.08
53	508685.57	940462.49	2077.08
54	508692.33	940467.30	2074.32

Point Table			
Point #	Northing	Easting	Elevation
55	508584.36	940513.29	2076.17
56	508586.94	940515.15	2077.23
57	508627.73	940544.07	2077.23
58	508634.18	940548.62	2074.60
59	508525.22	940593.98	2075.80
60	508529.10	940596.72	2077.38
61	508569.89	940625.64	2077.38
62	508574.45	940628.85	2075.52
63	508468.05	940675.98	2076.21
64	508471.26	940678.30	2077.53
65	508512.05	940707.22	2077.53
66	508515.30	940709.54	2076.20
67	508388.32	940742.46	2067.50
68	508413.42	940759.88	2077.68
69	508454.21	940788.80	2077.68
70	508483.28	940809.41	2065.80
71	508339.24	940834.42	2071.95
72	508353.78	940844.41	2077.82
73	508396.33	940870.75	2077.83
74	508410.44	940879.30	2072.34
75	508294.40	940946.44	2072.04
76	508311.48	940951.56	2077.98
77	508359.44	940965.68	2077.98
78	508378.31	940970.93	2071.45
79	508268.81	941043.12	2073.11
80	508283.24	941047.49	2078.13
81	508331.20	941061.61	2078.13
82	508345.62	941065.63	2073.14
83	508237.72	941138.55	2072.30
84	508254.99	941143.41	2078.28
85	508302.96	941157.54	2078.28
86	508319.07	941162.33	2072.68
87	508206.74	941233.46	2071.48
88	508226.75	941239.34	2078.43
89	508274.71	941253.46	2078.43
90	508294.75	941259.46	2071.46
91	508177.97	941327.98	2071.39
92	508198.55	941334.44	2078.58
93	508246.31	941349.23	2078.58
94	508267.53	941355.64	2071.20
95	508146.90	941418.77	2071.40
96	508167.34	941426.45	2078.68
97	508214.49	941443.60	2078.73
98	508235.62	941451.28	2071.24
99	508109.86	941507.64	2071.27
100	508131.89	941516.91	2079.23
101	508177.99	941536.26	2079.23
102	508200.35	941545.68	2071.14
103	508070.02	941594.40	2071.60
104	508091.89	941605.22	2079.73
105	508136.91	941626.98	2079.73
106	508158.09	941637.04	2071.91
107	508025.73	941679.60	2071.96
108	508047.46	941691.55	2080.23

Point Table			
Point #	Northing	Easting	Elevation
109	508091.34	941715.53	2080.23
110	508113.49	941727.57	2071.83
111	507974.63	941764.17	2071.48
112	507998.79	941777.86	2080.73
113	508042.28	941802.53	2080.73
114	508064.02	941815.13	2072.36
115	507926.24	941851.82	2072.16
116	507949.45	941864.84	2081.03
117	507992.94	941889.51	2081.03
118	508010.97	941899.85	2074.11
119	507876.99	941939.46	2073.63
120	507900.12	941951.83	2081.33
121	507943.61	941976.49	2081.33
122	507963.17	941987.62	2073.86
123	507838.72	942031.90	2077.00
124	507850.78	942038.81	2081.63
125	507894.27	942063.48	2081.63
126	507918.37	942077.51	2072.34
127	507788.60	942118.45	2077.00
128	507801.45	942125.79	2081.93
129	507844.94	942150.46	2081.93
130	507865.04	942161.88	2074.23
131	507739.79	942200.13	2077.00
132	507752.81	942208.88	2082.23
133	507794.64	942236.28	2082.23
134	507817.78	942251.48	2073.01
135	507684.86	942270.76	2077.00
136	507697.27	942281.77	2082.53
137	507707.43	942292.38	2083.58
138	507739.00	942309.88	2083.47
139	507757.38	942316.46	2076.43
140	507652.74	942327.48	2082.85
141	507632.00	942345.94	2083.81
142	507644.22	942311.60	2077.94
143	507275.93	942034.55	2077.00
144	507344.74	942060.27	2077.00
145	507416.38	942076.47	2077.00
146	507496.89	942082.04	2077.00
147	507578.77	942074.39	2077.00
148	507647.48	942057.18	2077.00
149	507734.56	942027.48	2077.00
150	507791.09	942008.18	2077.00
151	507837.61	941986.63	2077.00
152	507787.38	941997.30	2073.17
153	507731.12	942016.08	2073.03
154	507643.37	942042.22	2071.85
155	507576.45	942056.56	2071.01
156	507496.84	942062.74	2070.57
157	507419.18	942057.38	2070.57
158	507351.23	942042.08	2070.57
159	507324.11	942033.99	2070.88
160	507925.90	941268.15	2078.00
161	508019.36	941265.01	2077.15
162	507989.48	941357.59	2077.15

Point Table			
Point #	Northing	Easting	Elevation
163	507905.66	941396.39	2077.15
164	507841.10	941330.16	2077.15
165	507833.86	941224.40	2077.15
166	507836.78	941160.30	2077.15
167	507878.08	941129.11	2077.15
168	507937.99	941154.61	2077.15
169	508008.87	941224.96	2077.15
170	508069.62	941265.81	2070.88
171	508031.42	941381.15	2071.14
172	507898.79	941446.10	2070.88
173	507797.05	941340.71	2071.50
174	507785.77	941225.63	2071.14
175	507791.65	941145.39	2071.20
176	507880.09	941081.67	2071.22
177	507962.58	941113.36	2071.15
178	508053.36	941199.81	2070.78
179	507230.80	941047.60	2077.00
180	507304.31	941091.88	2076.55
181	507380.98	941173.05	2076.26
182	507417.43	941278.59	2075.98
183	507410.75	941377.42	2076.12
184	507390.79	941470.19	2076.23
185	507384.49	941562.78	2076.28
186	507394.01	941651.46	2076.18
187	507395.18	941761.82	2076.23
188	507365.43	941869.93	2076.37
189	507322.16	941945.78	2077.00
190	507283.63	941999.02	2077.00
191	507317.99	941082.61	2071.47
192	507396.20	941163.17	2070.21
193	507433.79	941276.57	2070.58
194	507425.05	941380.86	2071.22
195	507409.03	941472.28	2070.10
196	507404.28	941562.33	2069.68
197	507412.30	941644.59	2069.86
198	507412.70	941764.07	2070.35
199	507382.38	941875.18	2070.55
200	507337.10	941956.62	2077.00
201	507298.06	941998.49	2072.21
202	507237.70	941166.42	2077.00
203	507238.56	941299.04	2077.00
204	507237.59	941438.40	2077.00
205	507236.25	941596.93	2077.00
206	507257.72	941747.64	2077.00
207	507261.21	941902.48	2077.00
208	507261.44	942052.35	2077.00
209	507257.97	942133.27	2077.00
210	507265.37	942210.53	2077.00
211	507302.44	942255.44	2077.00
212	507340.95	942273.57	2077.00
213	507378.00	942301.88	2077.00
214	507474.63	942306.59	2077.00
215	507551.42	942306.35	2077.00
216	507600.92	942311.81	2077.00

Point Table			
Point #	Northing	Easting	Elevation
217	507230.12	940207.28	2076.97
218	507248.93	940227.78	2077.00
219	507322.34	940243.07	2077.00
220	507357.80	940269.10	2077.00
221	507424.95	940389.28	2077.00
222	507492.10	940509.46	2077.00
223	507566.85	940558.64	2077.00
224	507687.25	940618.38	2077.00
225	507709.65	940643.73	2077.00
226	507722.91	940679.19	2077.00
227	507707.27	940716.43	2077.00
228	507665.09	940737.88	2077.00
229	507603.39	940739.37	2077.00
230	507528.80	940768.61	2077.00
231	507486.38	940806.04	2077.00
232	507371.45	940893.88	2077.00
233	507244.43	940963.09	2077.00
234	507232.74	940981.29	2077.00
235	507250.21	940221.71	2074.93
236	507331.22	940226.91	2071.06
237	507375.38	940254.98	2069.56
238	507444.33	940378.10	2069.54
239	507511.23	940498.77	2069.70
240	507569.02	940537.48	2069.91
241	507703.98	940605.24	2069.92
242	507724.52	940630.59	2070.38
243	507742.57	940679.07	2070.45
244	507723.12	940728.44	2070.42
245	507665.57	940757.92	2070.32
246	507603.86	940759.05	2070.44
247	507542.35	940783.97	2070.17
248	507500.44	940821.87	2069.94
249	507382.61	940911.80	2069.96
250	507312.52	940950.99	2070.60
251	507225.70	940289.04	2077.00
252	507227.93	940333.93	2077.00
253	507225.81	940436.31	2077.00
254	507227.24	940528.74	2077.00
255	507226.29	940627.00	2077.00
256	507227.18	940719.97	2077.00
257	507225.94	940808.16	2077.00
258	507232.19	940895.23	2077.00
259	508799.62	941961.42	2070.00
260	508705.59	941922.51	2068.38
261	508665.75	941884.48	2071.54
262	508494.88	941801.52	2072.91
263	508403.47	941774.02	2074.20
264	508205.44	941747.64	2076.00
265	508174.58	941738.28	2076.00
266	508121.21	941712.04	2071.94

EXHIBIT D
Form of Land Exchange Agreement

<p>PIMA COUNTY REAL PROPERTY SERVICES</p> <p>PROJECT: Exchange Agreement</p> <p>PARTIES: Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona and the Town of Marana, an Arizona municipal corporation</p> <p>FUNDING: N/A</p>	
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EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the "**Agreement**") is between, Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("District"), and Town of Marana, an Arizona municipal corporation ("**Town**"). This Agreement will become effective on the date when all the parties have signed it (the "**Effective Date**"). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Regional Flood Control District Board of Directors signed it. The Town is deemed to have signed the Agreement on the date the Mayor or his designee of the Town has signed it.

2. **Exchange of Properties.** The parties acknowledge that they have executed, on or near the same date as this Agreement, an Intergovernmental Agreement Between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project ("the **El Rio Preserve IGA**").

2.1. District agrees to convey to Town immediately following execution of this Agreement, in fee title, the property described and depicted in **Exhibit E** of the El Rio Preserve IGA.

2.2. District agrees to convey to Town immediately following execution of this Agreement the drainage easement described and depicted in **Exhibit F** of the El Rio Preserve IGA, using the form provided in that exhibit. **Exhibits E and F** of the El Rio Preserve IGA are referred to in this Agreement collectively as the "**District Property**".

2.3. Town agrees to convey to District immediately following execution of this Agreement, in fee title, the two properties described and depicted in **Exhibit G** of the El Rio Preserve IGA (the "**Town Property**").

2.4. District and Town will exchange the District Property and the Town Property pursuant to [A.R.S. § 11-251](#)(44) (the "**Exchange**"). The District shall publish notice thirty days before the Exchange, listing the ownership and description of the Town Property and the District Property.

3. **Equivalent Value.** The parties acknowledge that the value of the District Property shall be approximately equivalent to the value of the Town Property and that no cash amounts will be due and owing from either party to the other as a result of the Exchange.

4. **Vacant Land.** The parties acknowledge that the Town Property and the District Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, each party hereby grants permission to the other party, that party's representatives, and that party's authorized agents to enter the other party's property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspection. Each party will permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party will conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

6. **Escrow.** Pima County Real Property Services will act as Escrow Agent for this Exchange and will record the signed deeds. Closing will occur within thirty (30) days after the execution of the agreement by County.

7. **Closing Documents.**

7.1. Town will execute and deliver to District Special Warranty Deeds conveying title to the Town Property to District and will deliver the recorded deeds to District.

7.2. District will execute and deliver to Town a Special Warranty Deed and a drainage easement conveying title and rights described above to the District Property to Town and will deliver the recorded deed and easement to Town.

8. Representations.

8.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

8.2. Subject only to the representations of the parties in this section, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

9. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of District or Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

11. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for ten years.

12. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

13. **Remedies.** If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

Each Party is signing this agreement on the date stated opposite that Party's signature.

COUNTY: PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona:

Chairman, Board of Directors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

Carmine Debonis, Deputy County Administrator, Public Works

Suzanne Shields, P.E. Director, Flood Control District

APPROVED AS TO FORM:

Kell Olson, Deputy County Attorney

Town of Marana, an Arizona municipal corporation:

Mayor

Date

ATTEST:

Town Clerk

Date

APPROVED AS TO CONTENT:

Keith Brann, Town Engineer

Jim Conroy, Town Parks and Recreation Director

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT E

Land to be Deeded from District to Marana in Fee

EXHIBIT "E"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 17, FROM WHICH THE CENTER OF SAID SECTION 17 BEARS SOUTH 00 DEGREES 31 MINUTES 46 SECONDS EAST, 2644.11 FEET;

THENCE ALONG AND WITH THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17, SOUTH 00 DEGREES 31 MINUTES 46 SECONDS EAST, 1322.05 FEET TO THE POINT OF BEGINNING;

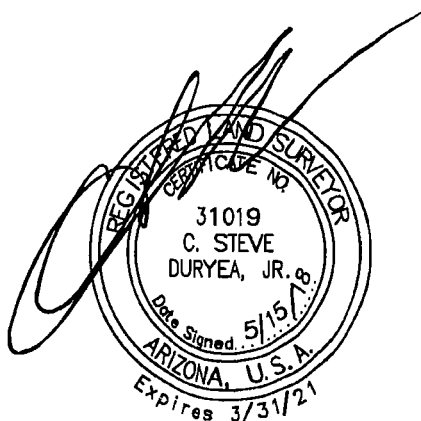
THENCE NORTH 89 DEGREES 21 MINUTES 27 SECONDS EAST, 95.00 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 21 SECONDS EAST, 75.00 FEET;

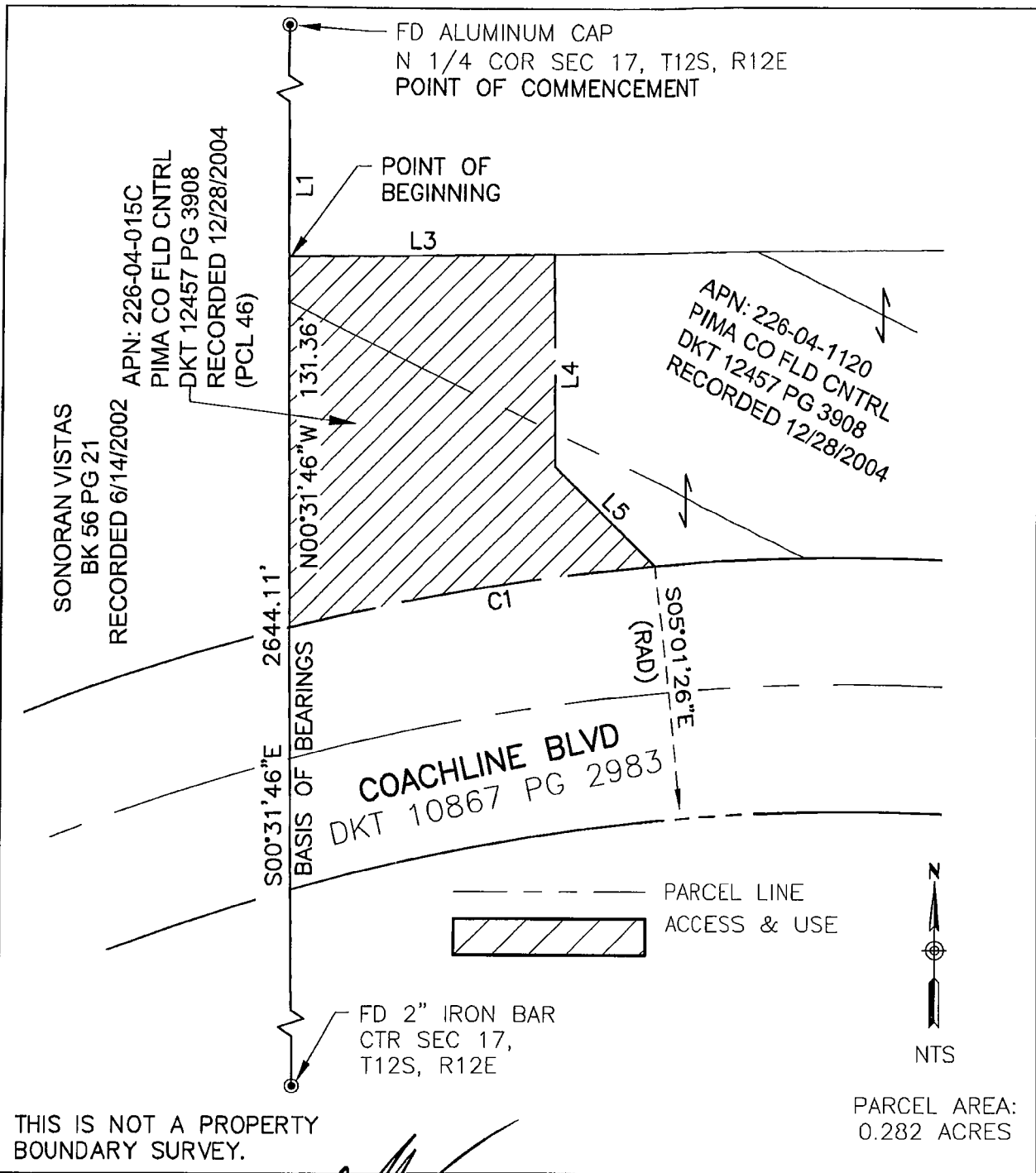
THENCE SOUTH 45 DEGREES 38 MINUTES 21 SECONDS EAST, 50.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COACHLINE BOULEVARD AND A NON-TANGENT CURVE WHOSE CENTER BEARS SOUTH 05 DEGREES 01 MINUTES 26 SECONDS EAST;

THENCE WESTERLY, ALONG AND WITH SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 845.00 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 00 MINUTES 27 SECONDS, AN ARC LENGTH OF 132.84 FEET TO THE AFORESAID NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 17;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, ALONG AND WITH SAID NORTH-SOUTH MID-SECTION LINE, NORTH 00 DEGREES 31 MINUTES 46 SECONDS WEST, 131.36 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 0.282 ACRES OF LAND, MORE OF LESS.

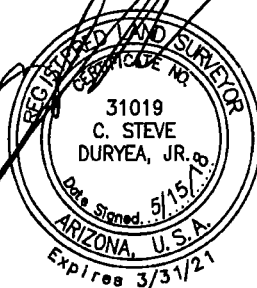


FILE:V:\PROJECTS\2015\1015052.04 El Rio Riparian Restoration\CAU\EXHIBITS\APN 226-04-0150 ESMT.dwg DATE: May, 15 2018 TIME: 12:12 pm



**Dibble
Engineering**

Dibble Engineering
Project No 1015052



DEPICTION OF **EXHIBIT "E"**

A PORTION OF THE NE 1/4 OF SEC 17, T12S,
R12E, GILA & SALT RIVER MERIDIAN, PIMA
COUNTY, ARIZONA

APN 226-04-015C & 1120

DATE: MAY 2018

DRN: CSD CHK: BAR

PAGE 2

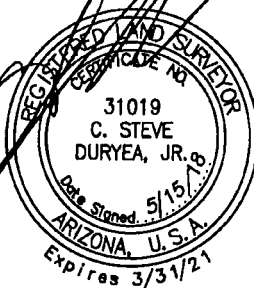
FILE:\PROJECTS\2015\1015052.04 El Rio Riparian Restoration\CAD\EXHIBITS\APN 226-04-0150 ESMT.dwg DATE: May, 15 2018 TIME: 12:12 pm

CURVE DATA TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	132.84'	845.00'	9°00'27"

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°31'46"E	1322.05'
L3	N89°21'27"E	95.00'
L4	S00°38'21"E	75.00'
L5	S45°38'21"E	50.71'

**Dibble
Engineering**

Dibble Engineering
Project No 1015052



DEPICTION OF EXHIBIT "E"

A PORTION OF THE NE 1/4 OF SEC 17, T12S,
R12E, GILA & SALT RIVER MERIDIAN, PIMA
COUNTY, ARIZONA

APN 226-04-015C & 1120

DATE: MAY 2018

DRN: CSD CHK: BAR

PAGE 3

EXHIBIT F

Drainage Easement to be Deeded from District to Marana

DRAINAGE EASEMENT

For valuable consideration the Pima County Flood Control District, a political taxing subdivision of the State of Arizona ("Grantor") does hereby convey to, Town of Marana, a municipal corporation ("Grantee"), a perpetual, non-exclusive easement for the construction and maintenance of drainage improvements over, under and across the property described on the attached **Exhibit A** (the Property).

Cultural Resources Compliance. Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, its employees, contractors and agents shall comply with all applicable federal, state and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to and during any ground disturbance within the Easement area. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction and when implementing cultural resource compliance activities. Grantee is solely responsible for all costs related to cultural resource compliance activities arising from Grantee's activities within the Easement area.

Indemnity. Grantee shall indemnify, defend and hold Grantor harmless from any and all present or future claims, demands and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee's agents, employees or contractors in connection with Grantee's use of the Easement area.

County Ordinances Compliance. Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate its Facilities within the Easement Area in accordance with all regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

Relocation of Facilities. If subsequent to construction, Grantor, pursuant to Grantor's public use of the Easement Area, would require relocation of the facilities, Grantor may require Grantee to relocate all or any portion of the Facilities on Grantor's Property as is necessary to accommodate Grantor's actual or proposed public use of the Easement Area

Agent: TM	File #: Acq-o8o6	S/T/R: 17/12/12	P [X] De [] Do [] E []

EASEMENT-Drainage(way) - Rev. -01-04

that is incompatible or inconsistent with this Easement. In such event Grantor shall give written notice to Grantee of such public use, and Grantee will relocate all or any portion of the Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Grantor shall make all reasonable effort to allow an easement on Grantor's property at no cost to Grantee. Facility relocation costs shall be at Grantee's sole expense and to the satisfaction of Grantor; provided that there shall be no additional cost to Grantee for the value of the new easement area. Grantee waives any claim to compensation or reimbursement from Grantor for any relocation costs. If Grantee fails to relocate the Facilities as provided herein, Grantee shall be responsible for delay costs as provided in Pima County Ordinance 10.50.060.

Restriction. By accepting the Easement Area, the Grantee, for itself, himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

Succession. All grants, covenants and conditions of this easement shall inure to the benefit of and be binding upon the successors in interest to the County and Grantee.

Effective. This easement shall not be effective for any purpose until the acceptance of Grantee is endorsed herein in writing.

Executed and delivered this _____ day of _____, 2019.

APPROVED AS TO CONTENT:

GRANTOR: Pima County Flood Control District, a political taxing subdivision of the State of Arizona

By: _____
Suzanne Sheilds, P.E.
Director, Pima County
Flood Control District

By: _____
Neil Konigsberg, Manager,
Real Property Services

Agent: TM	File #: Acq-o8o6	S/T/R: 17/12/12	P [X] De [] Do [] E []

EASEMENT-Drainage(way) - Rev. -01-04

STATE OF ARIZONA)) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Neil Konigsberg, Manager, Real Property Services.

My Commission Expires

Notary Public

Agent: TM	File #: Acq-o8o6	S/T/R: 17/12/12	P[X] De[] Do[] E[]

29 January 2019

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Northeast One-Quarter of Section 17, Township 12 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the North 1/4 corner of said Section 17, a 60D nail (per Pima County Survey corner reference records) to which the center quarter a 2" Open Pipe, bears South 00°31'48" East a distance of 2644.07 feet;

THENCE along the west line of said Northeast 1/4, South 00°31'48" East a distance of 1546.35 feet to a point on the south right of way line of Coachline Boulevard;

THENCE continuing along said east line South 00°31'48" East a distance of 25.75 feet to a point on a line 25.00 feet south of and parallel with said south right of way line, being a point on a curve concave to the southeast having a radius of 730.00 feet and to which a radial line bears North 16°13'25" West;

THENCE along said curve to the right through a central angle of 02°57'13" an arc distance of 37.63 feet to the **POINT OF BEGINNING**;

THENCE continuing along said parallel line and said 730.00 foot radius curve to the right through a central angle of 04°20'41" an arc distance of 55.36 feet;

THENCE along a radial line South 08°41'08" East a distance of 10.19 feet;

THENCE South 28°47'53" West a distance of 9.28 feet;

THENCE South 80°00'33" West a distance of 44.38 feet;

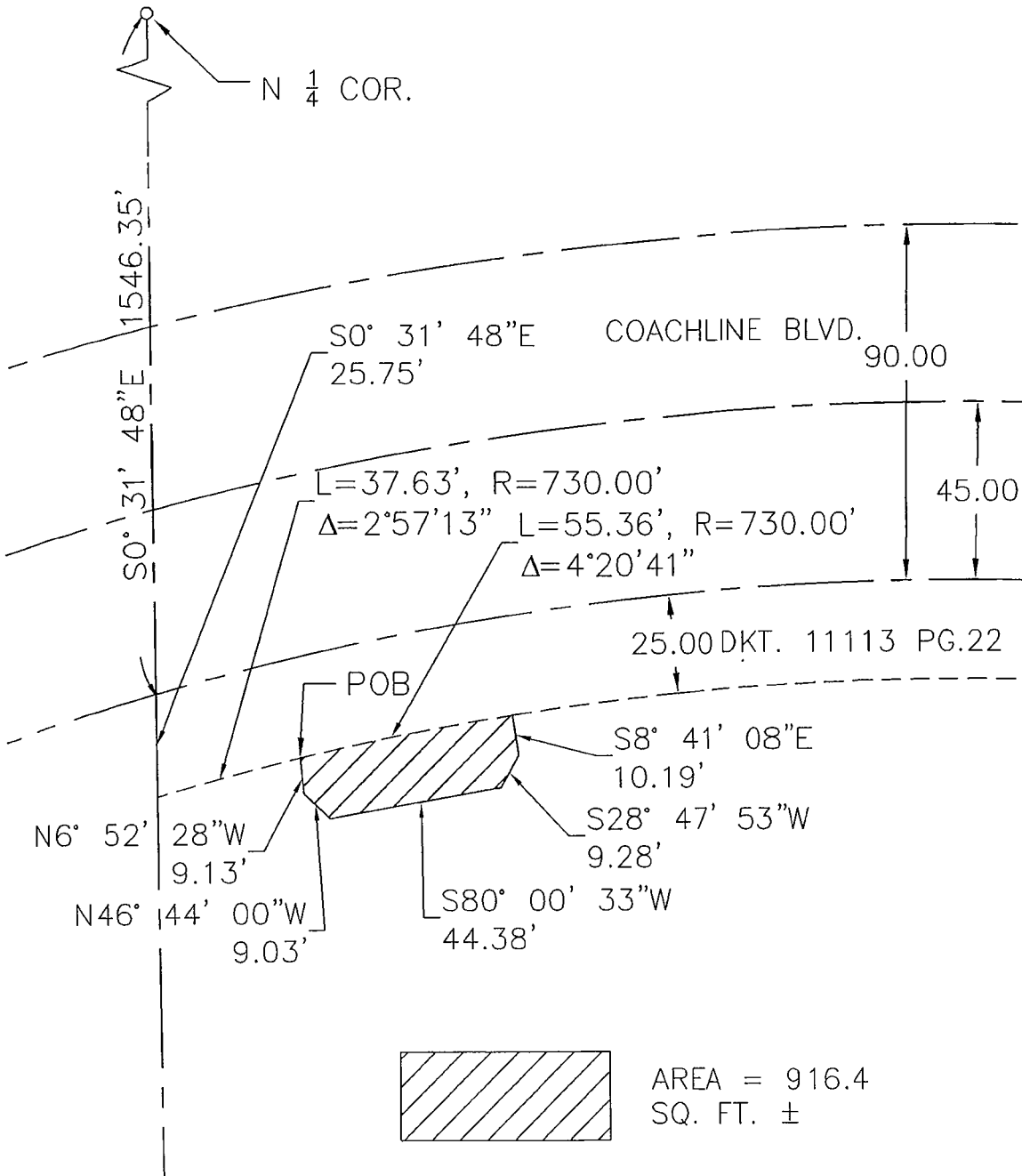
THENCE North 46°44'00" West a distance of 9.03 feet;

THENCE North 06°52'28" West a distance of 9.13 feet to the **POINT OF BEGINNING**.



Pg. 1 of 2

DEPICTION OF EXHIBIT "A"



PIMA COUNTY SURVEY

A PORTION OF THE NORTHEAST QUARTER OF
SECTION 17, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 40'

Date: 22 January 2019

Drawn By: DRT

Sheet 2 of 2

EXHIBIT G
Land to be Deeded from Marana to District in Fee

May 23, 2019
Psomas #7PFC180101

EXHIBIT "G" LEGAL DESCRIPTION

A portion of the Town of Marana parcel described as Parcel No. 1 in Sequence No. 20030880197, Records of Pima County, Arizona, located in the southeast one-quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

COMMENCING at the southeast corner of said Section 8, monumented by a 3" Aluminum Cap stamped "PLS 21782 T12S R12E 8 9 17 16 2010", from which a ½" Rebar with "RLS 25405" tag at the east one-sixteenth corner of the southeast one-quarter of said Section 8 bears North 0°34'23" West (basis of bearing for this legal description) a distance of 1319.19 feet;

THENCE upon the south line of said southeast one-quarter, South 89°23'06" West a distance of 991.05 feet to **POINT OF BEGINNING**, being the southeast corner said Town of Marana parcel, also being the southwest corner of the Pima County Flood Control parcel described in Sequence No. 20090300632;

THENCE continuing upon the south line of said southeast one-quarter, also being the south line of said Town of Marana parcel, South 89°23'06" West a distance of 758.64 feet;

THENCE North 54°39'44" West a distance of 1102.55 feet to the west line of said southeast one-quarter, also being the west line of said Town of Marana parcel;

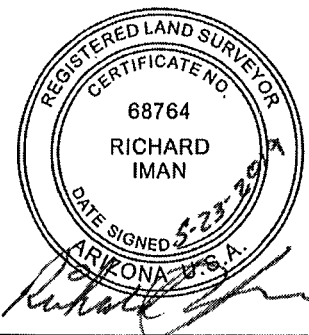
THENCE upon said west line North 0°35'34" West a distance of 667.90 feet to a ½" Rebar with "RLS 26928" tag at the west one-sixteenth corner of said southeast one-quarter, being the northernmost corner of said Town of Marana parcel, also being the northwest corner of said Pima County Flood Control parcel;

THENCE upon the common line between said Town of Marana parcel and said Pima county Flood Control parcel, South 52°04'17" East a distance of 2110.75 feet to the **POINT OF BEGINNING**, containing an area of 18.3 acres, more or less.

See Depiction of Exhibit A attached hereto and made a part hereof.

Prepared by:

Psomas,



Richard Iman, AZ. R.L.S. 68764

May 23, 2019
Psomas #7PFC180101

EXHIBIT "G" LEGAL DESCRIPTION

A portion of the Town of Marana parcel described as Parcel No. 2 in Sequence No. 20030880197, Records of Pima County, Arizona, located in the north one-half of the northeast one-quarter of Section 17, Township 12 South, Range 12 East, Gila and Salt River Meridian, Town of Marana, Pima County, Arizona, described as follows:

BEGINNING at the northeast corner of said Section 17, monumented by a 3" Aluminum Cap stamped "PLS 21782 T12S R12E 8 9 17 16 2010", from which a $\frac{5}{8}$ " Rebar with "RLS 21782" tag at the east one-quarter corner of said Section 17 bears South $0^{\circ}33'19"$ East (basis of bearing for this legal description) a distance of 2641.44 feet;

THENCE upon the east line of said northeast one-quarter, South $0^{\circ}33'19"$ East a distance of 926.20 feet to a point on the arc of a non-tangent curve, concave to the southwest, a radial line of said curve through said point bears North $51^{\circ}08'57"$ East;

THENCE northwesterly upon the arc of said curve, to the left, having a radius of 600.00 feet and a central angle of $21^{\circ}35'16"$ for an arc length of 226.07 feet;

THENCE North $60^{\circ}26'19"$ West a distance of 523.95 feet to a point of curvature of a tangent curve, concave southerly;

THENCE northwesterly upon the arc of said curve, to the left, having a radius of 1900.00 feet and a central angle of $13^{\circ}09'18"$ for an arc length of 436.24 feet;

THENCE North $73^{\circ}35'37"$ West a distance of 414.60 feet to a point of curvature of a tangent curve, concave northeasterly;

THENCE northwesterly upon the arc of said curve, to the right, having a radius of 300.00 feet and a central angle of $18^{\circ}55'54"$ for an arc length of 99.12 feet;

THENCE North $54^{\circ}39'44"$ West a distance of 299.52 feet to the north line of the northeast one-quarter of said Section 17;

THENCE upon said north line, North $89^{\circ}23'06"$ East a distance of 1749.69 feet to the **POINT OF BEGINNING**, containing an area of 17.3 acres, more or less.

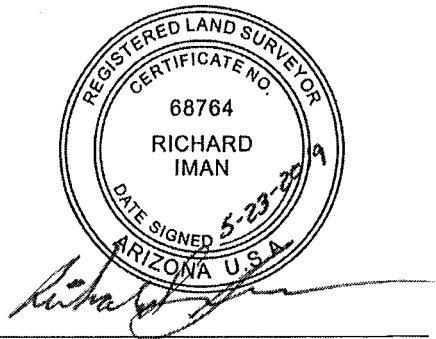
See Depiction of Exhibit A attached hereto and made a part hereof.

PSOMAS

333 E. Welmore Road, Suite 450, Tucson, AZ 85705
Phone: 520.292.2300 Fax: 520.292.1290

Prepared by:

Psomas



Richard Iman, AZ. R.L.S. 68764

<p>PIMA COUNTY REAL PROPERTY SERVICES</p> <p>PROJECT: Exchange Agreement</p> <p>PARTIES: Pima County Regional Flood Control District, a political taxing subdivision of the State of Arizona and the Town of Marana, an Arizona municipal corporation</p> <p>FUNDING: N/A</p>	
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EXCHANGE AGREEMENT

1. **Parties; Effective Date.** This Exchange Agreement (the “**Agreement**”) is between, Pima County Flood Control District, a political taxing subdivision of the State of Arizona (“District”), and Town of Marana, an Arizona municipal corporation (“**Town**”). This Agreement will become effective on the date when all the parties have signed it (the “**Effective Date**”). The District is deemed to have signed the Agreement on the date the Chair of the Pima County Regional Flood Control District Board of Directors signed it. The Town is deemed to have signed the Agreement on the date the Mayor or his designee of the Town has signed it.

2. **Exchange of Properties.** The parties acknowledge that they have executed, on or near the same date as this Agreement, an Intergovernmental Agreement Between the Pima County Flood Control District and the Town of Marana for the El Rio Preserve Bank Protection Project (“the **El Rio Preserve IGA**”).

2.1. District agrees to convey to Town immediately following execution of this Agreement, in fee title, the property described and depicted in **Exhibit E** of the El Rio Preserve IGA.

2.2. District agrees to convey to Town immediately following execution of this Agreement the drainage easement described and depicted in **Exhibit F** of the El Rio Preserve IGA, using the form provided in that exhibit. **Exhibits E and F** of the El Rio Preserve IGA are referred to in this Agreement collectively as the “**District Property**”.

2.3. Town agrees to convey to District immediately following execution of this Agreement, in fee title, the two properties described and depicted in **Exhibit G** of the El Rio Preserve IGA (the "**Town Property**").

2.4. District and Town will exchange the District Property and the Town Property pursuant to [A.R.S. § 11-251](#)(44) (the "**Exchange**"). The District shall publish notice thirty days before the Exchange, listing the ownership and description of the Town Property and the District Property.

3. **Equivalent Value.** The parties acknowledge that the value of the District Property shall be approximately equivalent to the value of the Town Property and that no cash amounts will be due and owing from either party to the other as a result of the Exchange.

4. **Vacant Land.** The parties acknowledge that the Town Property and the District Property are vacant land and that no personal property is being transferred.

5. **Inspection Rights.**

5.1. Access and Possession. Upon execution of this Agreement and until Closing, each party hereby grants permission to the other party, that party's representatives, and that party's authorized agents to enter the other party's property for due diligence, including for land survey, biological and cultural survey, and environmental assessment. Each party shall deliver possession on the date of Closing

5.2. Inspection. Each party will permit the other party to conduct such inspections of the others property as deemed necessary to determine the environmental condition of the property. If the investigations reveal the presence of contamination or the need to conduct environmental cleanup, each party will conduct a cleanup of its property adequate to bring the property into compliance prior to closing or the other party may terminate this Agreement.

6. **Escrow.** Pima County Real Property Services will act as Escrow Agent for this Exchange and will record the signed deeds. Closing will occur within thirty (30) days after the execution of the agreement by County.

7. **Closing Documents.**

7.1. Town will execute and deliver to District Special Warranty Deeds conveying title to the Town Property to District and will deliver the recorded deeds to District.

7.2. District will execute and deliver to Town a Special Warranty Deed and a drainage easement conveying title and rights described above to the District Property to Town and will deliver the recorded deed and easement to Town.

8. Representations.

8.1. Each party represents that, to the best of its knowledge (i) no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used, or are located on its property or within any surface or subsurface waters thereof; (ii) that no underground tanks have been located on its property; (iii) that its property is in compliance with all federal, state, and local environmental laws, regulations, and ordinances; and (iv) that no legal action of any kind has been commenced or threatened with respect to its property.

8.2. Subject only to the representations of the parties in this section, each party acknowledges that neither party has made any representations or warranties of any nature to the other, and the property interests acquired by each party are acquired "AS IS" and "WHERE IS," with all faults and limitations, and all defects, latent or otherwise. Each party who is the grantee of the interests subject to this Agreement further represents to the other that it has fully and completely examined the property, conducted inspections thereof, including environmental assessments to the extent such grantee has felt necessary or advisable, and releases the other party from any and all liability, obligation or responsibility in any way relating to the condition of the land. This release survives closing.

9. **No Leases.** Each party represents that there are no oral or written leases, rental agreements, licenses, permits, or any other agreements permitting a third party to use or occupy all or any portion of its property.

10. **Conflict of Interest.** This Agreement is subject to cancellation within three years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of District or Town is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

11. **Survival of Representation and Warranties.** All representations and warranties contained herein survive the closing for ten years.

12. **Entire Agreement.** This signed document constitutes the entire Agreement between the parties, and no modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

13. **Remedies.** If either party defaults under this Agreement, the other party may pursue all rights and remedies available at law or in equity.

Each Party is signing this agreement on the date stated opposite that Party's signature.

COUNTY: PIMA COUNTY FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona:

Chairman, Board of Directors

Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO CONTENT:

Neil J. Konigsberg, Manager, Real Property Services

Carmine Debonis, Deputy County Administrator, Public Works

Suzanne Shields, P.E. Director, Flood Control District

APPROVED AS TO FORM:

Kell Olson, Deputy County Attorney

Town of Marana, an Arizona municipal corporation:

Mayor

Date

ATTEST:

Town Clerk

Date

APPROVED AS TO CONTENT:

Keith Brann, Town Engineer

Jim Conroy, Town Parks and Recreation Director

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney



Council-Regular Meeting

A3

Meeting Date: 12/17/2019

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: December 17, 2019

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

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

Initiative 3: Invest in airport infrastructure and lease opportunities to grow airport operations.

Subject: Resolution No. 2019-126: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a Lease Agreement with The Boeing Company for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

Discussion:

The Boeing Company has requested to lease a small area (approximately 1,600 square feet) of real property located at the Marana Regional Airport for flight test activities and related ground activities. Town staff has negotiated a lease agreement with Boeing to lease property within a secure, fenced Water Department facility located at the Airport. The lease will begin when Boeing aircraft or Boeing personnel arrive at the premises, expected to be shortly after approval of this agreement, and will continue indefinitely on a month-to-month basis. Boeing expects to occupy the property until approximately May 2020, but that time is subject to change. Boeing will give 10 days' written notice of termination before the end of any given month when Boeing is ready to vacate the premises.

As part of the agreement, Boeing will install 240 volt, 200 amp power at the site. These alterations will be installed in a location approved by Marana's Water Department. Prior to installation, Boeing will perform load calculations to ensure that service is adequate to handle both Boeing's needs and those of Marana's Water Department. These improvements, and any others, made to the premises by Boeing will become the property of Marana at expiration or termination of the agreement, without compensation to Boeing.

Boeing will pay rent of \$350.00 per month during the term of the lease agreement.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: N
Amount: \$2,100

Boeing will pay the Town \$350.00 per month to lease the property, for an estimated 6-month period, resulting in revenue of \$2,100 to the Airport. Boeing will be responsible for paying for its own utilities on the premises.

Staff Recommendation:

Staff recommends approval of the lease agreement.

Suggested Motion:

I move to adopt Resolution No. 2019-126, approving and authorizing the Mayor to execute a Lease Agreement with The Boeing Company for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road.

Attachments

Resolution No. 2019-126
Exhibit A to Resolution Lease Agreement
Exhibit A to Lease Agreement - Map

MARANA RESOLUTION NO. 2019-126

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE BOEING COMPANY FOR THE LEASE OF REAL PROPERTY LOCATED AT THE MARANA REGIONAL AIRPORT, 11700 WEST AVRA VALLEY ROAD

WHEREAS A.R.S. § 28-8411 authorizes the Town Council of the Town of Marana to undertake all activities necessary to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate and regulate an airport; and

WHEREAS the Town Council finds that entering into a Lease Agreement with The Boeing Company to allow the use of property at the Marana Regional Airport for flight test activities and related ground activities is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows: The Lease Agreement between the Town of Marana and The Boeing Company attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of December, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is entered into between The Boeing Company (“Boeing”) and the Town of Marana, an Arizona municipal corporation (“Marana”). Boeing and Marana are sometimes collectively referred to as the “Parties,” each of which is sometimes individually referred to as a “Party.”

1. Premises: Marana owns the premises located at Marana Regional Airport, as depicted on Schedule 1 and on Exhibit A, both of which are attached to this Agreement and incorporated herein by this reference, comprised of approximately 1,600 square feet (“sf”) of land and an accompanying parking area (the “Premises”).
2. Lease: Marana hereby leases to Boeing the Premises for the term of this Agreement, subject to Boeing’s performance of its obligations under this Agreement.
3. Use: Boeing shall use the Premises for flight test activities and related ground activities.
4. Term: The term of this Agreement shall commence on the date that Boeing aircraft or Boeing personnel arrive at the Premises. The Commencement Date shall be noted here once it is known and shall be incorporated herein by this reference as if fully set forth in this Agreement at the time of execution: _____. This Agreement shall continue from month to month, unless otherwise terminated pursuant to the terms of this Agreement, until Boeing gives Marana written notice of termination, not less than ten days’ prior to the end of any given month during the term of the Agreement.
5. Rent: Boeing shall pay to Marana rent in the amount of \$350.00 per month during the Term of this Agreement. Each rent payment shall be due in advance on the first day of each month during the Term. The rent amount for any partial calendar month shall be prorated on a daily basis.
6. Indemnity:
 - a. Boeing shall indemnify, defend and hold harmless Marana from and against any and all third party bodily injury, death, or property damage claims arising out of Boeing’s use of the Premises to the extent caused by the negligence or willful misconduct of Boeing, its agents, employees, contractors or invitees, and except to the extent caused by any negligence of Marana, its agents, employees, contractors or invitees. The foregoing is conditioned on Marana promptly notifying Boeing of any occurrence that may give rise to a claim by Marana for indemnification hereunder, Boeing having the opportunity to defend or settle any such claim, and Marana cooperating with Boeing in connection with any such defense or settlement. Marana shall indemnify, defend and hold harmless Boeing, its agents, employees, contractors or invitees, from and against any and all third party bodily injury, death, or property damage claims arising out of Boeing’s use of the Premises to the extent caused by the negligence or willful misconduct of Marana, its agents, employees, officers, directors, guests, invitees and independent contractors and except to the extent caused by the negligence of Boeing, its agents, employees, contractors or invitees.
 - b. Under no circumstances shall Marana be responsible or have any liability whatsoever for Boeing’s aircraft, and other tangible property of Boeing, or any third party property that Boeing has caused or allowed to be placed on the Premises except to the extent that Marana, its agents, employees, contractors or invitees caused the damage to such tangible property or Aircraft or tangible property.

- c. Under no circumstances shall Marana or Boeing be liable for the other Party's incidental or consequential damages, loss of use, loss of income, loss of profits, or other similar economic loss. The foregoing limitation of liability shall not apply to claims by either Party against the other for contribution toward third party bodily injury or property damage.
7. Insurance: Boeing, at Boeing's own cost and expense, will provide and keep in full force and effect during the term of this Agreement, public liability insurance with limits of not less than Five Million Dollars (\$5,000,000) covering bodily injury to any person, including death and loss of or damage to real and personal property. Such insurance may be provided under Boeing's blanket comprehensive liability insurance policy. The Town of Marana shall be named as an additional insured on Boeing's insurance policy. Boeing shall provide a certificate or memorandum of insurance and an additional insured endorsement confirming that such insurance is in effect prior to entry.
8. Movement of Aircraft. All physical movements of Boeing's Aircraft will be handled by Boeing unless Boeing specifically approves of a non-Boeing person moving Boeing's Aircraft, in which case all physical movements must be directly supervised by Boeing and Boeing's instructions followed. Marana shall have no responsibility or liability for Boeing's Aircraft whatsoever except for any damages caused to the Aircraft caused by Marana or its designee.
9. Environmental: Boeing shall hold harmless, defend and indemnify Marana from and against any and all claims, losses, damages, penalties, response costs and expenses arising out of all hazardous materials releases to the extent such releases are caused by Boeing. Marana shall hold harmless, defend and indemnify Boeing from and against any and all claims, losses, damages, penalties, response costs and expenses arising out of for existing environmental conditions and hazardous materials releases to the extent such releases and conditions are not caused by Boeing. This indemnity, and the indemnity in paragraph 6 covering property damage, shall only apply to remediation costs to the extent such costs result from work required by regulators.
10. Maintenance: All maintenance of the Premises, including without limitation structural and building systems, shall be performed by Marana at its expense, except that Boeing shall pay for damage to the extent caused by Boeing or its employees, agents, officers, directors, guests, invitees, and independent contractors while on the Premises.
11. Alterations: Boeing, at Boeing's cost, shall have the right to install the alterations described in Schedule 10, attached and incorporated herein by this reference, on the Premises. The alterations shall be installed in a location approved by Marana's Water Department. Prior to installation, Boeing shall perform load calculations to ensure that service is adequate to handle both Boeing's needs and those of Marana's Water Department. Boeing shall promptly pay all entities supplying labor or materials in connection with any construction on the Premises and shall keep the Premises free and clear of liens and claims of lien. All improvements made to the Premises shall become the property of Marana at expiration or termination of this Agreement, without compensation to Boeing.
12. Utilities: Boeing will be solely responsible for securing and paying for all utilities servicing the Premises, including electric service.
13. Confidentiality and Publicity: The Parties acknowledge that this Agreement is a public record for purposes of the Arizona public records law. Notwithstanding the foregoing, except with the express prior written approval of Boeing in each instance, Marana shall not (i) make any press, media or publicity releases regarding the discussions resulting in this Agreement or the fact that the Parties have entered into this Agreement; (ii) make any public comments in connection with

Boeing's occupancy, or (iii) use or allow the use of the Boeing name or of any trademarks, service mark or logos, including any aircraft marks or logos, belonging to Boeing or its subsidiaries. All written approvals pursuant to this section shall be obtained solely from Robert Parchinski at (480) 455-2787.

14. Access: Boeing acknowledges that the Premises are located within a secure, fenced facility used by Marana's Water Department staff and its consultants and contractors on a daily basis. Water Department staff and Water Department consultants and contractors will continue to access the secure, fenced facility as needed, and Boeing's permission will not be required for this access. Other than access by Marana's Water Department, Marana shall have access to the Premises only if escorted by Boeing personnel, except in emergencies, or for maintenance as required. Any such access shall comply with Boeing security requirements (see Schedule 12, attached and incorporated herein by this reference).
15. Interference with Existing Uses: Boeing's use of the Premises and installation, operation and maintenance of Boeing's alterations shall not damage or interfere in any way with existing Marana operations, including existing radio operations, or related activities or other existing lessee or licensee activities. Boeing agrees to immediately cease all such actions which materially interfere with existing activities upon written notice of such interference; provided, however, in such case Boeing shall have the right to terminate this Agreement.
16. Notices: All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to Marana, to:

Town of Marana
Attn: Airport Director
11555 W. Civic Center Drive
Marana, AZ 85653

And

Town of Marana
Attn: Water Director
11555 W. Civic Center Drive
Marana, AZ 85653

If to Boeing, to:

The Boeing Company
c/o MBG Consulting Inc.
980 N. Michigan Ave., Suite 1000
Chicago, IL 60611-4521

17. Breach by Boeing: If Boeing breaches this Agreement, Marana shall have the right to terminate this Agreement and shall have all other rights and remedies provided by law. Boeing shall have five days after receipt of written notice from Marana of any breach to correct the condition specified in the notice, or if the corrections cannot reasonably be made within the five-day period, Boeing shall have a reasonable time to correct the default if action is commenced and thereafter diligently pursued by Boeing within five days after receipt of this notice.
18. Breach by Marana: If Marana breaches this Agreement, Boeing's sole and exclusive remedy shall be to terminate this Agreement.

19. Termination for Convenience: Either Party may terminate this Agreement without cause, for convenience, with 30 days' written notice to the other Party.
20. Surrender of Premises Upon Termination: Upon termination of this Agreement, Boeing agrees to surrender the Premises to Marana in as good a condition as when received, ordinary wear and tear or damage resulting from causes beyond the reasonable control of Boeing excepted. Boeing agrees to remove all equipment and personal property belonging to Boeing upon termination of this Agreement without causing damage to the Premises. Any damage to the Premises resulting from the removal of Boeing's personal property or equipment shall be solely the responsibility of Boeing.
21. General.
 - a. Entire Agreement, Amendments: This Agreement is the only agreement between the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, and can only be amended in writing signed by both of them. The Parties agree that any special services shall be provided per separate agreement.
 - b. Authority: Each Party represents and warrants that it has the authority to enter into and perform this Agreement.
 - c. Conflict of Interest: This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.
 - d. Compliance. Each Party shall be responsible for complying with all applicable federal, state and local laws.
 - e. Assignment. Neither Party may assign its rights under this Agreement without prior written consent of the other Party.
 - f. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the state of Arizona.
 - g. Severability, Waiver. If any of the provisions of this Agreement are held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force. Any waiver shall only be effective if in writing.
 - h. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be one and the same original document. Reproductions of this execution original (with reproduced signatures) shall be deemed to be original counterparts of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Exhibit A to Marana Resolution No. 2019-126

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

"Marana":

THE TOWN OF MARANA,
an Arizona municipal corporation

"Boeing":

THE BOEING COMPANY, a Delaware corporation

Ed Honea
Mayor

Printed Name:

Title:

Date

Date

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE OF _____)

ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019

by _____, the _____

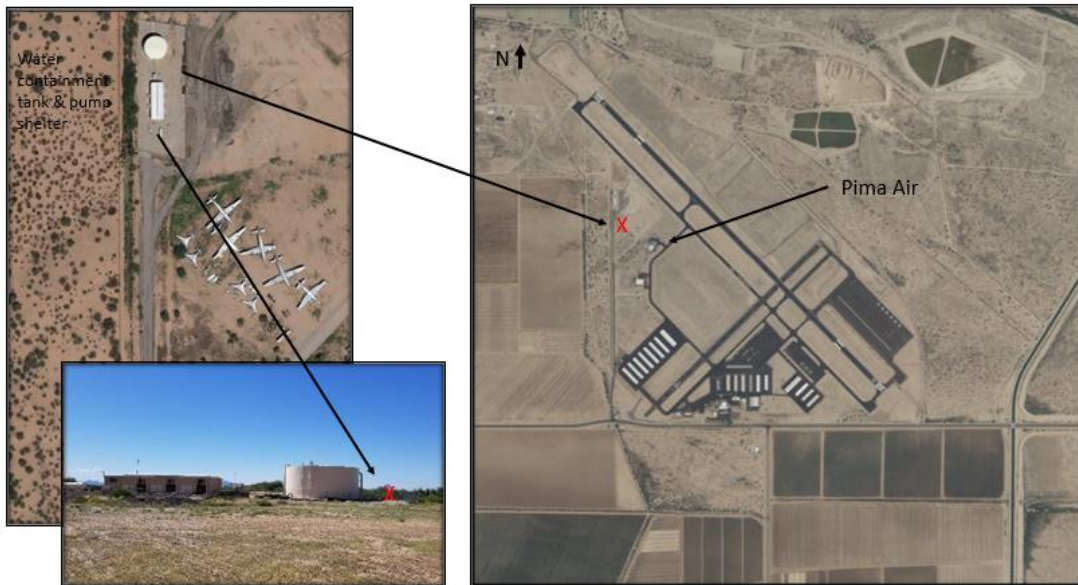
of THE BOEING COMPANY, a Delaware corporation, on behalf of the corporation.

(Seal)

Notary Public

SCHEDULE 1 DEPICTION OF PREMISES

Marana Regional Airport



SCHEDULE 10

Boeing will install 240 volt, 200 amp power. All work will be performed by a licensed and bonded professional.

SCHEDULE 12

Boeing Security Requirements

Any person needing access to the Premises for any reason must first be approved by Boeing.

Any person approved for access to the Premises must comply with any additional Security Requirements provided by Boeing or other authorities.

Marana shall inform any of its employees, contractors or agents who will have access to the Premises of these Security Requirements.

Any person accessing the Premises shall, prior to entering the Premises check in with the Boeing point of contact or the Airplane Leader designated by Boeing.



- Airport Gates
- Vehicle Parking area
- - - Land Lease area





Council-Regular Meeting

D1

Meeting Date: 12/17/2019

To: Mayor and Council

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

Date: December 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2019-125: Relating to Intergovernmental Relations; adopting a 2020 Town of Marana Legislative Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Heath Vescovi-Chiordi)

Discussion:

Each calendar year, in anticipation of the State Legislative Session, the Marana Town Council reviews and adopts a legislative program. This program captures issues and policy areas of importance to the Town of Marana's interests, such as state shared revenues, protection of local control, and other Town-related issues. This resolution provides the necessary authority from the Marana Town Council for Staff and contracted lobbyists to pursue the policies within the legislative program at the State Legislature. While many issues and policies from prior years are retained in this legislative program, Town Staff did review the agenda with the Town's lobbying firm, Triadvocates, and made updates to reflect potential initiatives in the upcoming 2020 legislative session.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2019-125; adopting a 2020 Town of Marana Legislative Policy Priority Program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it.

Attachments

Resolution No. 2019-125

MARANA RESOLUTION NO. 2019-125

RELATING TO INTERGOVERNMENTAL RELATIONS; ADOPTING A 2020 TOWN OF MARANA LEGISLATIVE PROGRAM AND AUTHORIZING AND DIRECTING THOSE AUTHORIZED TO LOBBY ON BEHALF OF THE TOWN OF MARANA TO REPRESENT AND PURSUE IT

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

SECTION 1. Those persons authorized by the Town of Marana to lobby on its behalf and registered as such with the Secretary of the State of Arizona pursuant to Arizona Revised Statutes § 41-1231 et seq. (the "Town Lobbyists") are hereby authorized and directed, subject to the continuing supervision of the Town Manager and the Town Council, to represent and pursue the legislative, executive and intergovernmental interests of the Town of Marana by supporting legislation that embodies any of the following basic principles:

- A. Protects state-shared revenues that fund essential services and strengthen local economies.
- B. Maintains local control while seeking partnership between municipalities and the State.
- C. Empowers the Town of Marana with sufficient flexibility to address an expanding and changing variety of local needs and conditions.
- D. Establishes appropriate means to adequately compensate the Town for the costs of complying with state-mandated requirements.
- E. Provides the Town with the means to cope with unfunded mandates, cost increases, population growth and escalating service requirements.
- F. Enables the Town to provide public services in a more responsive, efficient and cost-effective manner.
- G. Ensures that the Town has the ability to provide, manage or operate critical infrastructure necessary to promote or maintain the health and safety of residents, preserve and direct land use and ensure the future sustainability of the community.

SECTION 2. In addition to those basic principles set forth in Section 1 of this resolution, the Town Lobbyists are authorized and directed to pursue the following specific objectives:

- A. Support the maintenance and/or restoration of existing sources of transportation funding for municipalities, including the Highway User Revenue Fund (HURF) and Local Transportation Assistance Fund (LTAF) I and II.

B. Support the maintenance, restoration and/or expansion of existing economic development programs and funding and the creation of new programs and tools to support local economic development.

C. Support efforts to preserve access to water for municipal governments, including continuation of statutory responsibility to develop and manage water resources in order to provide existing and future residents with appropriate levels of service.

D. Support legislation that encourages provision of funding for high quality potable water resources and infrastructure for residents of local Arizona municipalities.

E. Support legislation that simplifies Arizona's tax codes while protecting the Town's state-shared revenue allocations, contracting sales tax and other tax revenue sources.

F. Support efforts that develop mutually beneficial solutions to state land use issues, including expedited land acquisition processes and timely resolutions to issues regarding protected land.

SECTION 3. Legislation that is inconsistent with any of the basic principles or objectives set forth in Sections 1 and 2 above should be opposed or appropriate amendments pursued.

SECTION 4. The Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of December, 2019.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

D2

Meeting Date: 12/17/2019

To: Mayor and Council

Submitted For: Yiannis Kalaitzidis, Finance Director

From: Frank Cassidy, Town Attorney

Date: December 17, 2019

Strategic Plan Focus Area:

Not Applicable

Subject: ~~Relating to Development: Discussion of required contents of the Villages of Tortolita Community Facilities District formation application (Yiannis Kalaitzidis)~~

Discussion:

~~This is a continuation of the November 19 Council consideration and discussion of the contents of the Villages of Tortolita Community Facilities District formation application. At the November 19 Council meeting, Town staff provided a presentation of the contents of the application and the requirements of the Town's recently amended CFD Policy. As a result of a miscommunication between Town staff and the applicant's representatives, the applicant's representatives were not aware that there would be discussion of the item at the November 19 Council meeting and did not appear at the meeting to explain their position as to the contents and timing of the various elements to be included in the CFD application.~~

~~After a Town staff introduction of where things currently stand, the applicant and its representatives will be given an opportunity to present their position to the Council.~~

Staff Recommendation:

~~Staff recommends that the Council provide direction on the contents of the CFD application and any variations or exceptions Council is willing to grant to the applicant from the CFD application requirements set forth in the Town's CFD Policy, so that Town staff and the applicant can present all documentation needed for the Council to make a decision about CFD formation at its scheduled January 21 public hearing on the~~

~~application.~~

Suggested Motion:
~~Council's discretion.~~

Attachments

No file(s) attached.
