



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center on the Second Floor, February 18, 2020, 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 February 18, 2020, at or after 7:00 PM located in the Conference Center on the Second Floor 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 Conference Center) 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 Conference Center is wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2019-2020 fiscal year (Yiannis Kalaitzidis)

CONSENT AGENDA

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

- C1 Relating to Procurement; approving a change order to the Construction Contract between the Town and Sunland Asphalt & Construction, Inc., in the amount of \$180,250.45 for Pavement Preservation 2020, Project No. PM020; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Keith Brann)
- C2 Resolution No. 2020-010: Relating to Facilities; approving and authorizing the Town Manager to administer the amended Town of Marana Meeting Facilities Usage Policy (David L. Udall)
- C3 Resolution No. 2020-011: Relating to Development; approving a final plat for Marana Center Parcel 5, Lots 1-2 located east of Interstate 10 and southeast of Twin Peaks Road (Cynthia L. Ross)
- C4 Resolution No. 2020-012: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the planning, development and presentation of the 2020 Big Green Event (Jim Conroy)
- C5 Resolution No. 2020-013: Relating to Development; approving a final plat for Saguaro Bloom Block 2, lots 42, 43 and a portion of common area "B," a re-plat of lots 42, 43 and a portion of common area "B" of the original Saguaro Bloom Block 2 plat (Steven E. Vasquez)

- C6 Resolution No. 2020-014: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2019-2020 Community Development Block Grant Program (Lisa Shafer)
- C7 Approval of the February 11, 2020 Study Session Meeting Minutes and the February 4, 2020 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 13864 N. Sandario Rd., Marana, AZ 85653 (Cherry L. Lawson)
- L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #010 Beer and Wine Store liquor license application submitted by Lauren Heather Trattner on behalf of Dollar General Store #20680, located at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2020-015: Relating to Boards, Commissions and Committees, making an appointment to the Town of Marana Board of Adjustment (Cherry L. Lawson)

COUNCIL ACTION

- A1 Resolution No. 2020-016: Relating to Utilities; approving and authorizing the Mayor to sign a Transfer Agreement, selling the Marana Water Department's Falstaff well and related water system and assets to the DeAnza Domestic Water Improvement District (Frank Cassidy)
- A2 Resolution No. 2020-017: Relating to traffic and highways; amending the Town of Marana speed zone map and accompanying table, establishing the reasonable and prudent maximum speed limits on specific roadways located within the town limits of the Town of Marana (Fausto Burruel)
- A3 Resolution No. 2020-018: Relating to Public Works; approving and authorizing the Mayor to sign an acquisition agreement with Pima County and Marana Unified School District #6 for acquisition of property rights needed for the Lon Adams Road Reconstruction (Marana Project ST068) (Frank Cassidy)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2020/2021 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)
- D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/ government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

EXECUTIVE SESSIONS

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

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

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: 02/18/2020

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2019-2020 fiscal year (Yiannis Kalaitzidis)

Discussion:

The purpose of this item is to present a summary of the Town's second quarter financial results (July-December) for the Town's General Funds and other selected major funds for fiscal year 2019-2020. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high level revenue and expenditure summary at the end of the current quarter.

Revenue

Overall, revenues are within expectations for most funds through the second quarter. General Fund revenue is slightly above budgeted expectations. This is primarily due to increased SFR permit and construction activity and increased returns on investments. Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism related costs, are on par with expectations at this time of year. Transportation Fund revenues far exceed budget expectations due to strong residential and commercial construction activity, combined with conservative forecasting during budget development. Airport revenues are near expectations at 48% of budget when excluding scheduled transfers set to take place later in the fiscal year. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item.

Expenditures

Expenditures in all funds are at or below expectations through the second quarter. This is primarily due to the timing of large one-time projects and programs which are expected to occur later in the fiscal year, or due to vacancy savings or other savings achieved through operational efficiencies. Expenses for the Bed Tax Fund are as expected through the second quarter of the fiscal year, accounting for the annual payment of the State Land lease that occurs in October.

The quarterly update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page: <http://www.maranaaz.gov/financial-documents>

Staff Recommendation:

Presentation of second quarter results only.

Suggested Motion:

Presentation of second quarter results only.

Attachments

FY2020 2nd Quarter Financial Update

Financial Brief: Second Quarter

Fiscal Year

2019 – 2020

Prepared by: Finance Department

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FISCAL YEAR 2019 - 2020 SECOND QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the second quarter of fiscal year 2020 (July 2019 - December 2019). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund and Transportation Fund. Also included are the enterprise funds Airport, Water, and Water Reclamation. Please note that all amounts are preliminary, un-audited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

REVENUES				EXPENDITURES			OVER/UNDER
Fund	FY 2020 Budget	Actual	% Budget	FY 2020 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	47,188,667	26,145,635	55%	51,164,824	20,485,426	40%	5,660,209
HURF	3,655,329	2,054,602	56%	4,906,881	1,188,222	24%	866,380
TRANSPORTATION FUND	5,421,050	4,469,819	82%	17,126,581	2,798,824	16%	1,670,995
BED TAX FUND	1,227,600	632,747	52%	889,730	691,579	78%	-59,105
WATER FUND	7,121,267	3,381,139	47%	7,361,638	3,165,233	43%	215,906
WATER RECLAMATION FU...	2,380,115	1,269,619	53%	2,467,387	550,472	22%	719,147
AIRPORT FUND	644,880	174,018	27%	644,880	193,730	30%	-19,712

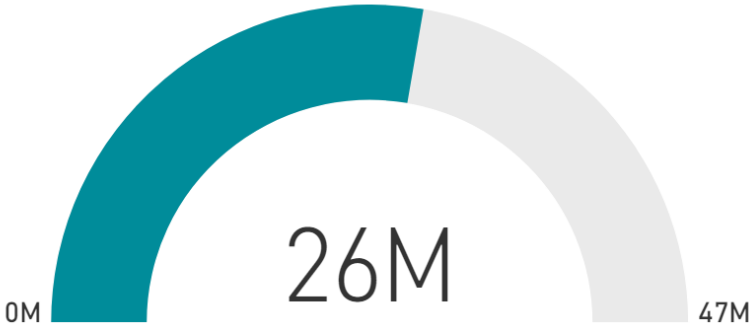
FY 2019-2020 SECOND QUARTER: GENERAL FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

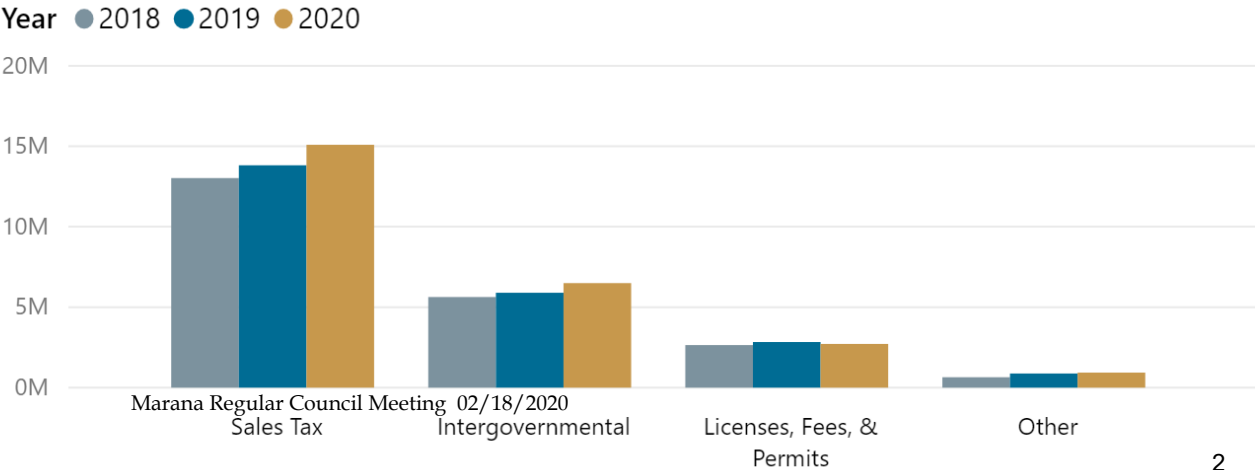
☒ REVENUES

Category	FY 2020 Budget	Actual	% Budget
Sales Tax	26,910,247	15,092,300	56%
Intergovernmental	12,840,139	6,496,031	51%
Licenses, Fees, & Permits	4,881,012	2,805,666	57%
Charges for Services	494,750	254,068	51%
Other	2,062,519	1,497,569	73%
Total	47,188,667	26,145,635	55%



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits make up 95% of budgeted revenues for the fund. Second quarter collections are at, or above expected levels for FY2020. Intergovernmental Revenues are amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits include Single Family Residential (SFR) permit revenue. Other revenues, comprised of various sources include investment income earnings and AMRRP dividends.



Category	2018	2019	2020
Sales Tax	13,057,902	13,817,267	15,092,300
Intergovernmental	5,631,415	5,896,671	6,496,031
Licenses, Fees, & Permits	2,748,081	2,974,888	2,805,666
Charges for Services	280,052	296,389	254,068
Other	784,362	1,380,301	1,497,569
Total	22,501,811	24,365,516	26,145,635

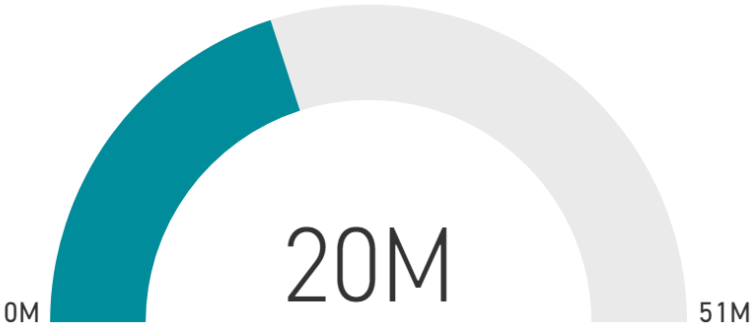
FY 2019-2020 SECOND QUARTER: GENERAL FUND EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

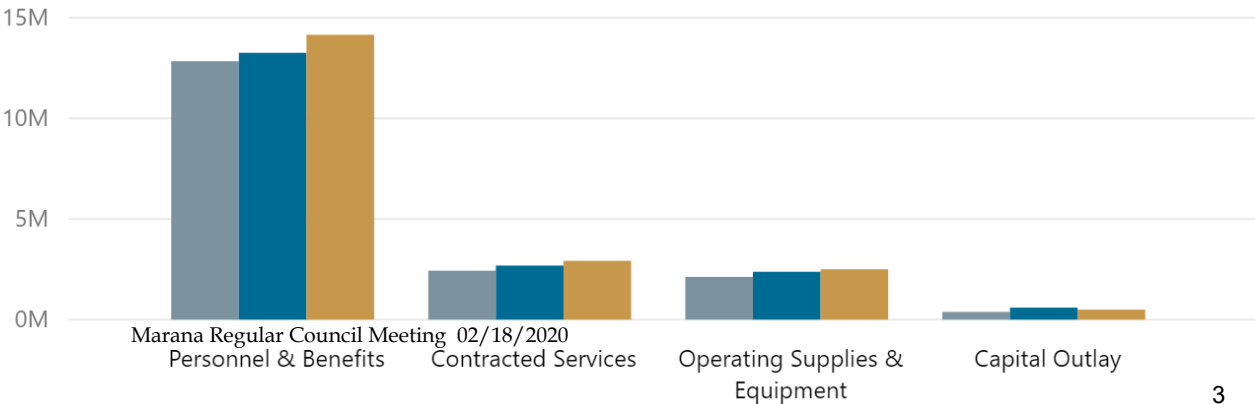
Category	FY 2020 Budget	Actual	% Budget
Personnel & Benefits	31,029,155	14,161,580	46%
Contracted Services	7,237,057	2,916,813	40%
Operating Supplies & Equipment	5,487,724	2,502,601	46%
Capital Outlay	2,266,780	499,755	22%
Other Financing Uses	5,144,108	404,677	8%
Total	51,164,824	20,485,426	40%



General Fund Relevant Information

General Fund Expenses through the second quarter of FY2020 are overall as expected. Capital Outlay is associated to large projects such as tenant renovations to the MMC B-Building and the Parks Master Plan, in addition to planned vehicle purchases. Other Financing Uses is related to all budgeted transfers, scheduled to take place later in the fiscal year.

Year 2018 2019 2020



Category	2018	2019	2020
Personnel & Benefits	12,847,370	13,265,340	14,161,580
Contracted Services	2,427,057	2,678,085	2,916,813
Operating Supplies & Equipm...	2,123,661	2,378,582	2,502,601
Capital Outlay	384,488	599,452	499,755
Other Financing Uses	492,161	198,926	404,677
Total	18,274,736	19,120,386	20,485,426

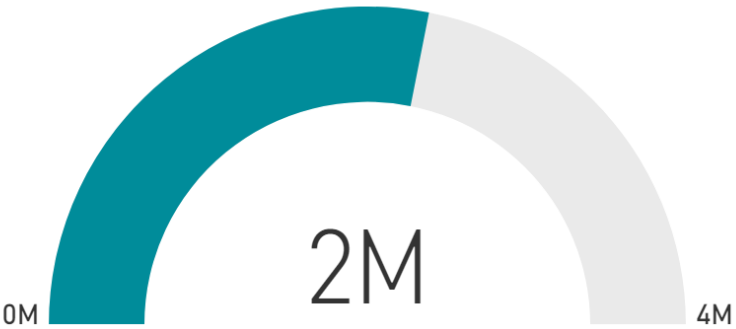
FY 2019-2020 SECOND QUARTER: HURF REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

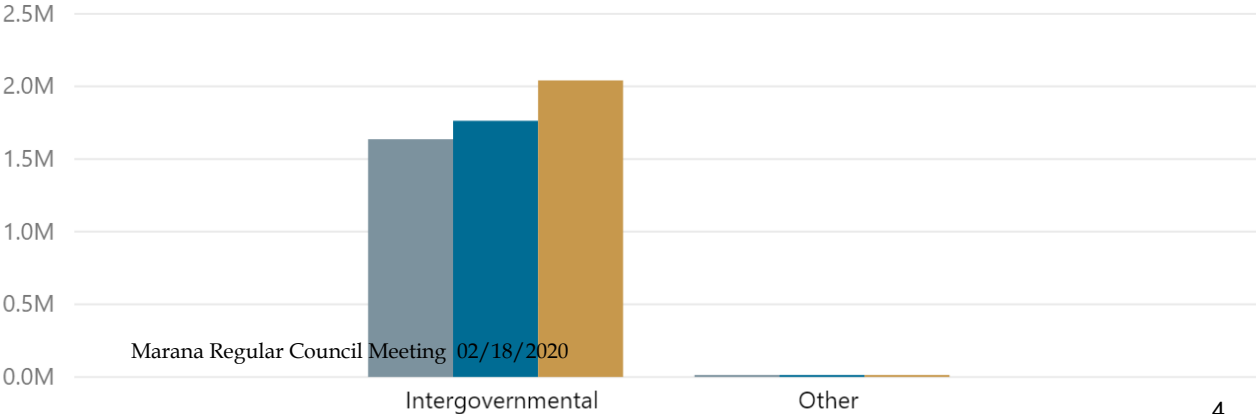
Category	FY 2020 Budget	Actual	% Budget
Intergovernmental	3,640,329	2,041,395	56%
Other	15,000	13,206	88%
Total	3,655,329	2,054,602	56%



HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Second quarter HURF revenue collections are above forecasted levels. Most of this variance is due to a one-time distribution to Cities and Town's for FY2020. Other revenue is comprised of investment income.

Year ● 2018 ● 2019 ● 2020



Category	2018	2019	2020
Intergovernmental	1,636,540	1,763,451	2,041,395
Other	6,345	13,221	13,206
Total	1,642,885	1,776,672	2,054,602

FY 2019-2020 SECOND QUARTER: HURF EXPENSES

Select Revenue or Expense

EXPENSES

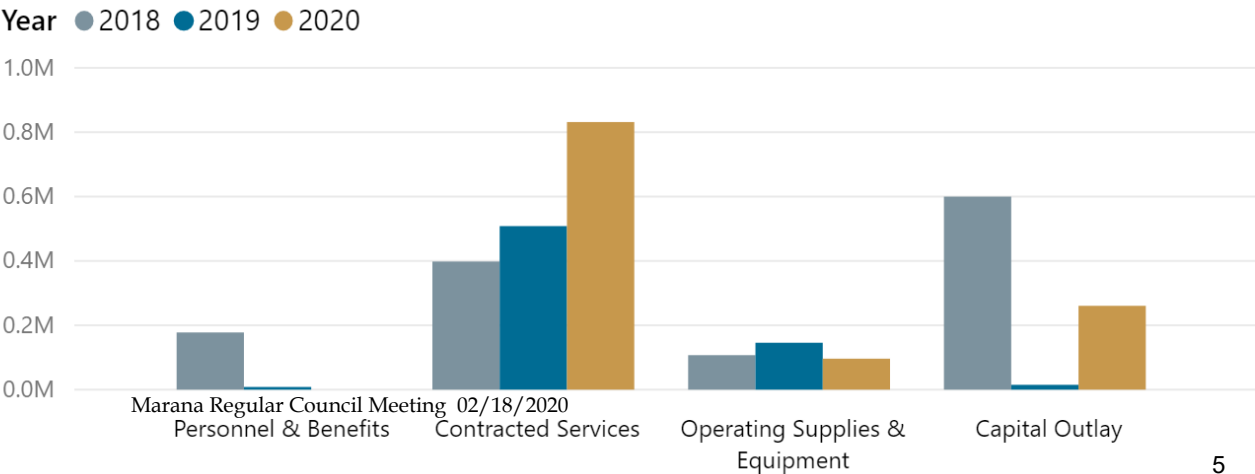
REVENUES

Category	FY 2020 Budget	Actual	% Budget
Contracted Services	4,017,881	831,456	21%
Capital Outlay	619,000	260,514	42%
Operating Supplies & Equipment	270,000	96,252	36%
Other Financing Uses	200,000		
Total	5,106,881	1,188,222	23%



HURF Relevant Information

HURF expenses are below budgeted amounts through the second quarter of FY2020. Contracted Services is sharply below budget due to the timing of the Town's Pavement Preservation Program scheduled to take place later in the fiscal year. Operating Supplies & Equipment are below budgeted levels due to savings in utility costs, as the Town continues the process of converting to LED street lamps. Capital Outlay is associated with equipment purchases and a planned drainage improvement scheduled to take place later this fiscal year. Other Financing Uses is restricted budget for possible monsoon storm damage.



Category	2018	2019	2020
Personnel & Benefits	177,727	8,319	
Contracted Services	398,073	508,138	831,456
Operating Supplies & Equipm...	107,160	145,031	96,252
Capital Outlay	599,758	14,997	260,514
Total	1,282,718	676,485	1,188,222

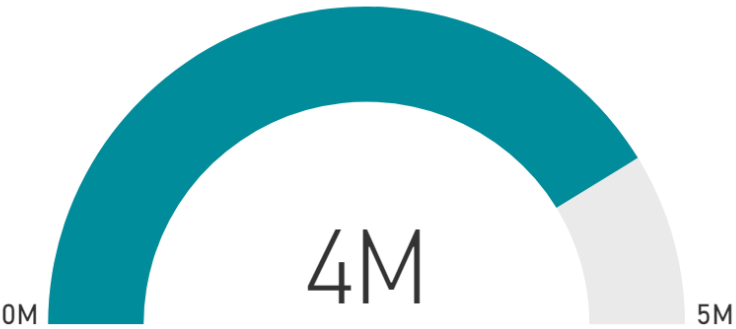
FY 2019-2020 SECOND QUARTER: TRANSPORTATION FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

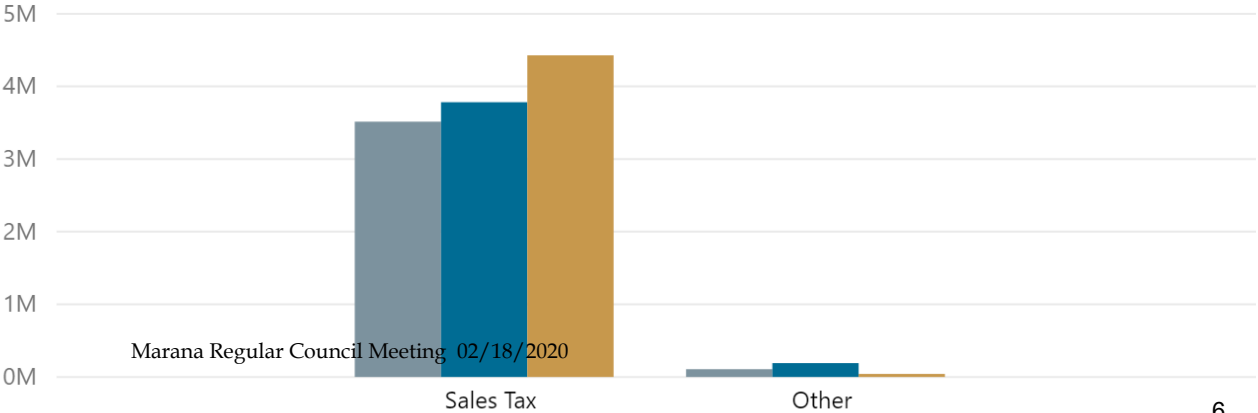
Category	FY 2020 Budget	Actual	% Budget
Sales Tax	5,371,050	4,428,345	82%
Other	50,000	41,474	83%
Total	5,421,050	4,469,819	82%



Transportation Fund Relevant Information

The Transportation Fund is comprised of 75% of all contracting taxes collected by the Town and is to be used for new road construction and reconstruction projects. Second quarter revenue collections are higher than anticipated due to strong residential housing (405 SFR permits) and commercial construction activity in the first half of FY2020, combined with conservative forecasting during budget development. Other revenue is comprised of investment income.

Year 2018 2019 2020



Category	2018	2019	2020
Sales Tax	3,514,829	3,782,820	4,428,345
Other	114,531	190,696	41,474
Total	3,629,360	3,973,516	4,469,819

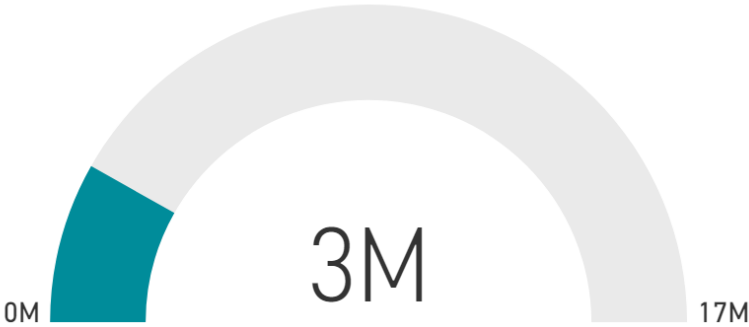
FY 2019-2020 SECOND QUARTER: TRANSPORTATION FUND EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

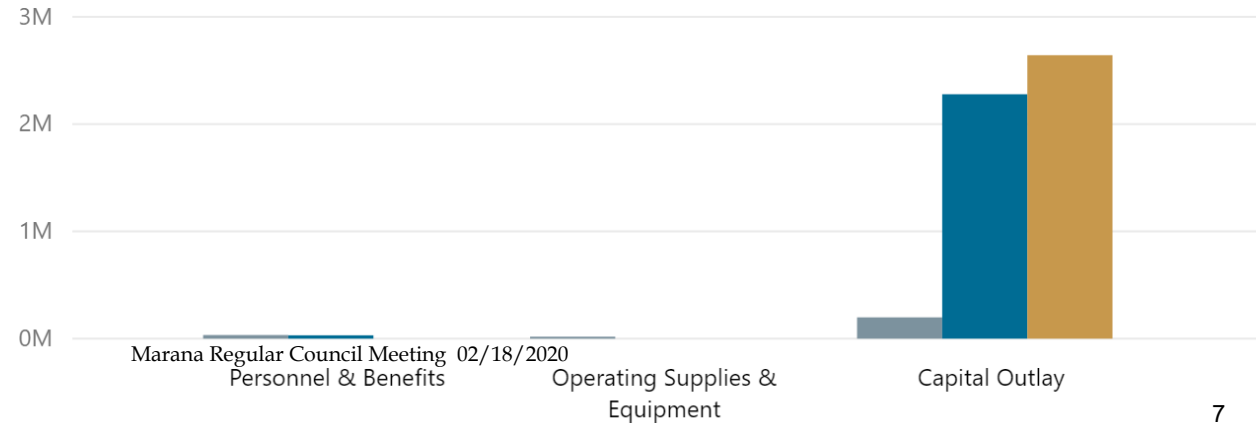
Category	FY 2020 Budget	Actual	% Budget
Capital Outlay	14,300,458	2,642,127	18%
Debt Service	0	12,877	0%
Other Financing Uses	2,826,123	143,820	5%
Total	17,126,581	2,798,824	16%



Transportation Fund Relevant Information

Transportation Fund expenses are below budgeted levels through the second quarter of FY2020. Capital Outlay is associated with CIP projects scheduled to take place later in the fiscal year such as Lon Adams reconstruction, Avra Valley Road, and subdivision reconstructions. Other Financing Uses is associated with planned transfers related to debt service.

Year 2018 2019 2020



Category	2018	2019	2020
Personnel & Benefits	33,673	31,099	
Operating Supplies & Equipm...	6,155		
Capital Outlay	198,499	2,276,360	2,642,127
Debt Service	5,031	12,272	12,877
Other Financing Uses		246,268	143,820
Total	243,358	2,565,998	2,798,824

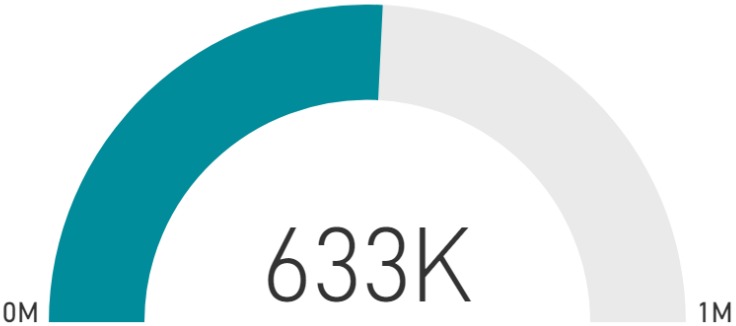
FY 2019-2020 SECOND QUARTER: BED TAX FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

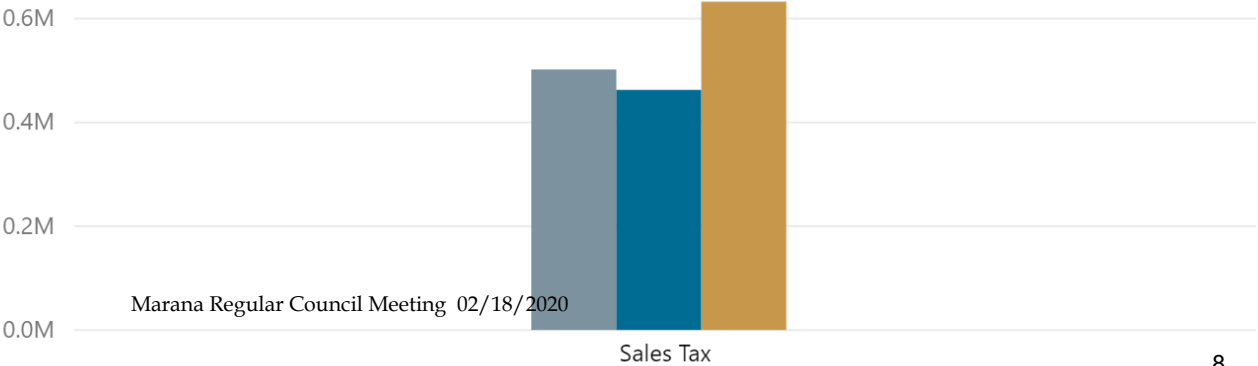
Category	FY 2020 Budget	Actual	% Budget
Sales Tax	1,227,600	632,747	52%
Total	1,227,600	632,747	52%



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Second quarter revenue collections for FY2020 are as expected. As the fiscal year continues the fund should reach budgeted revenue levels.

Year 2018 2019 2020



Category	2018	2019	2020
Sales Tax	502,047	462,755	632,747
Total	502,047	462,755	632,747

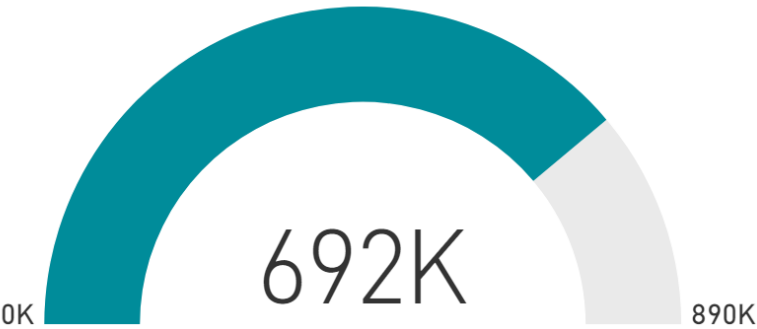
FY 2019-2020 SECOND QUARTER: BED TAX FUND EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

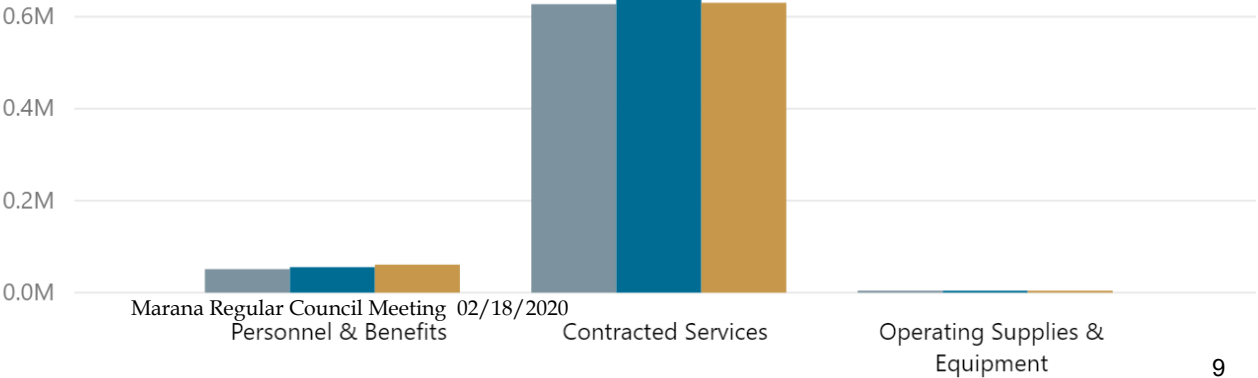
Category	FY 2020 Budget	Actual	% Budget
Personnel & Benefits	129,108	61,005	47%
Contracted Services	758,622	630,470	83%
Operating Supplies & Equipment	2,000	104	5%
Total	889,730	691,579	78%



Bed Tax Fund Relevant Information

As a whole, the Bed Tax Fund is spending it's resources as expected through the second quarter of FY2020. Contracted Services are above budget due to the timing of an annual State Land lease payment in the second quarter. Operating Supplies & Equipment should reach budgeted levels as we go through the Winter tourism season in the upcoming quarters.

Year 2018 2019 2020



Category	2018	2019	2020
Personnel & Benefits	51,140	55,454	61,005
Contracted Services	627,414	645,135	630,470
Operating Supplies & Equipment	191	20	104
Total	678,746	700,609	691,579

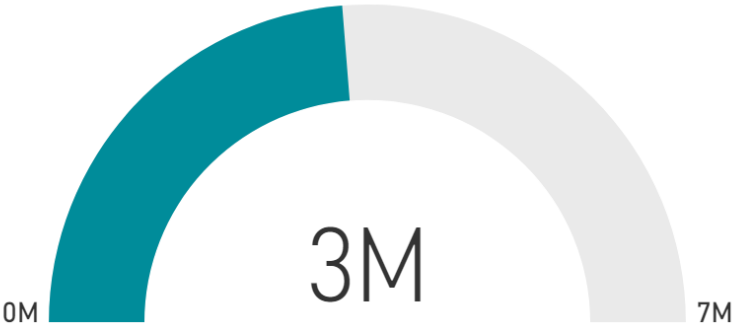
FY 2019-2020 SECOND QUARTER: WATER OPERATING FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

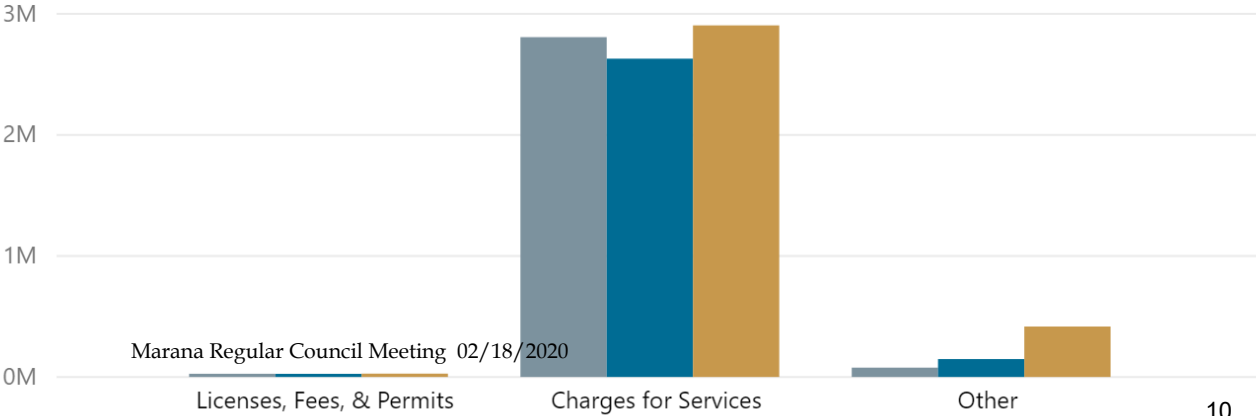
Category	FY 2020 Budget	Actual	% Budget
Licenses, Fees, & Permits	50,000	27,482	55%
Charges for Services	5,895,969	2,926,855	50%
Other	1,175,298	426,802	36%
Total	7,121,267	3,381,139	47%



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees> . Charges for Services (water sales) comprise the majority of the revenue for the fund. Second quarter revenue collections are meeting expectations for FY2020. Other revenue is primarily comprised of miscellaneous revenue sources and an interfund transfer associated with a WIFA loan payment scheduled to take place later in the fiscal year.

Year 2018 2019 2020



Category	2018	2019	2020
Licenses, Fees, & Permits	26,300	25,737	27,482
Charges for Services	2,807,117	2,651,010	2,926,855
Other	76,867	149,769	426,802
Total	2,910,284	2,826,516	3,381,139

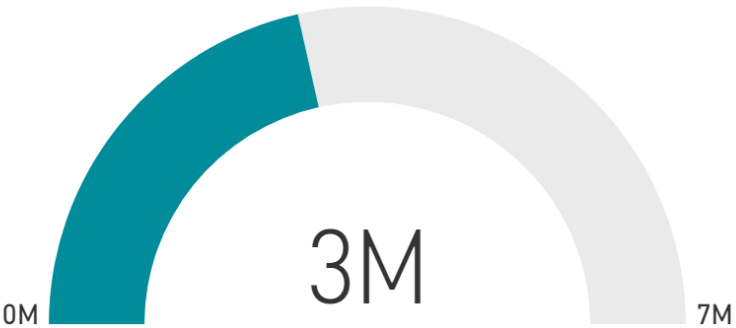
FY 2019-2020 SECOND QUARTER: WATER OPERATING FUND EXPENSES

Select Revenue or Expense

EXPENSES

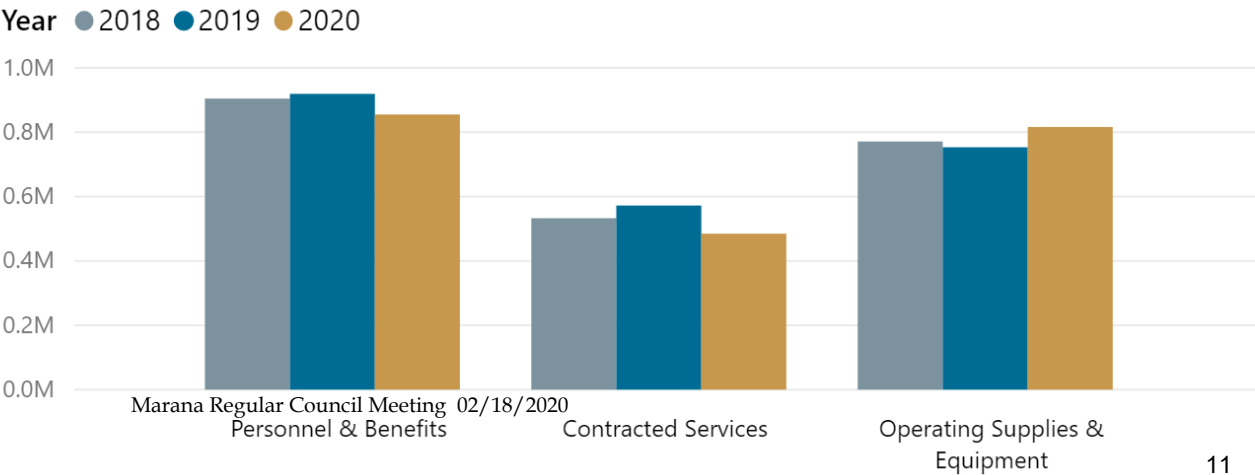
REVENUES

Category	FY 2020 Budget	Actual	% Budget
Personnel & Benefits	2,155,330	855,026	40%
Contracted Services	1,823,841	484,545	27%
Operating Supplies & Equipment	1,914,778	816,193	43%
Capital Outlay	205,000		
Debt Service	1,262,689	1,009,469	80%
Total	7,361,638	3,165,233	43%



Water Fund Relevant Information

Overall, FY2020 second quarter expenses for the Water Operating Fund are below budgeted levels. Capital Outlay is associated with vehicle and equipment purchases scheduled to take place later in the year. Debt Service is related to an annual WIFA loan payment that took place in the first quarter of FY2020. Funding for this payment will come from an interfund transfer scheduled to take place later in the fiscal year. Capital costs associated with infrastructure and CIP projects are captured in separate funds.



Category	2018	2019	2020
Personnel & Benefits	904,389	919,024	855,026
Contracted Services	532,653	570,567	484,545
Operating Supplies & Equipm...	771,069	753,078	816,193
Capital Outlay	94,830	90,571	
Debt Service	2,000	407,000	1,009,469
Total	2,304,942	2,740,240	3,165,233

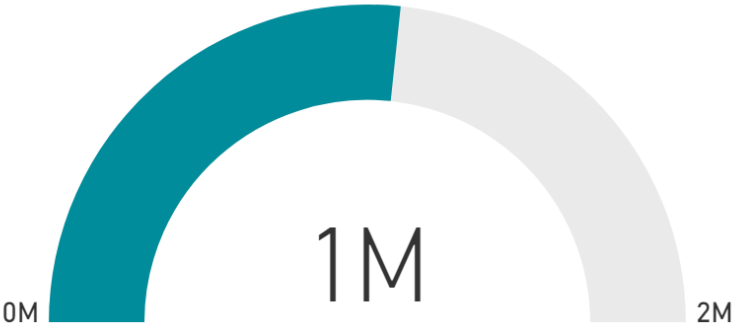
FY 2019-2020 SECOND QUARTER: WATER RECLAMATION OPERATING FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

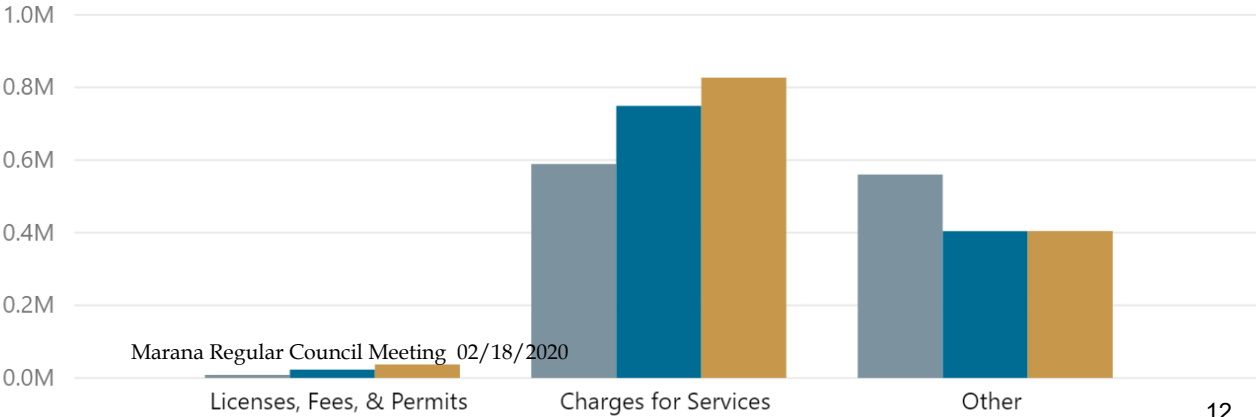
Category	FY 2020 Budget	Actual	% Budget
Licenses, Fees, & Permits	30,000	38,100	127%
Charges for Services	1,490,045	826,983	56%
Other	860,070	404,536	47%
Total	2,380,115	1,269,619	53%



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customer can be found at - <http://www.maranaaz.gov/water-rates-and-fees> . Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Preliminary FY2020 second quarter revenue collections are slightly above expectations due to higher sewer fees. The majority of Other revenue is mainly related to budgeted transfers between funds for debt service payments that are scheduled to take place later in the fiscal year.

Year 2018 2019 2020



Category	2018	2019	2020
Licenses, Fees, & Permits	8,493	23,011	38,100
Charges for Services	589,110	749,265	826,983
Other	560,253	404,231	404,536
Total	1,157,856	1,176,506	1,269,619

FY 2019-2020 SECOND QUARTER: WATER RECLAMATION OPERATING FUND EXPENSES

Select Revenue or Expense

EXPENSES

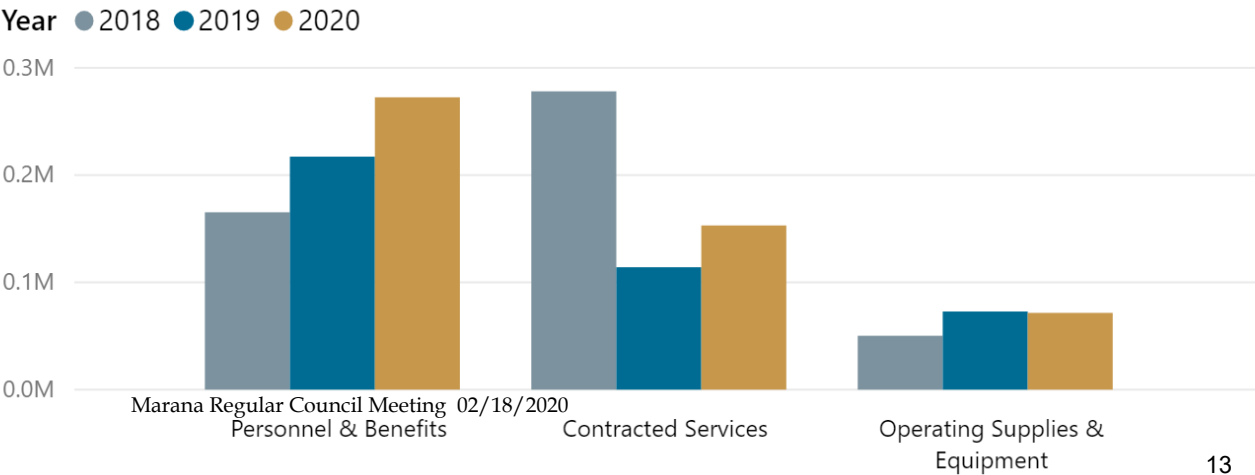
REVENUES

Category	FY 2020 Budget	Actual	% Budget
Personnel & Benefits	628,941	272,486	43%
Contracted Services	549,885	153,042	28%
Operating Supplies & Equipment	360,850	71,559	20%
Capital Outlay	71,800	24,400	34%
Debt Service	855,911	28,984	3%
Total	2,467,387	550,472	22%



Water Reclamation Fund Relevant Information

Overall, second quarter expenses for the Water Reclamation Operating Fund are below budgeted levels due to reduced sludge hauling and electrical costs with the new treatment facility and some administrative costs that are charged at year-end. As more data is collected on the plant, these numbers will be refined further. Debt Service is related to an annual payment that took place in the first quarter of FY2020. Funding for this payment will come from an interfund transfer scheduled to take place later in the fiscal year. Capital costs associated with infrastructure and CIP projects are captured in separate funds.



Category	2018	2019	2020
Personnel & Benefits	165,328	217,192	272,486
Contracted Services	278,065	114,037	153,042
Operating Supplies & Equipm...	50,229	72,842	71,559
Capital Outlay	0	15,859	24,400
Debt Service		404,534	28,984
Other Financing Uses	8,622,443	-5,126	
Total	9,116,064	819,339	550,472

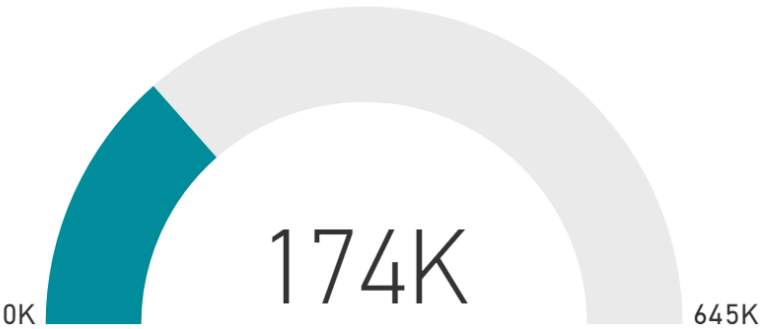
FY 2019-2020 SECOND QUARTER: AIRPORT OPERATING FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

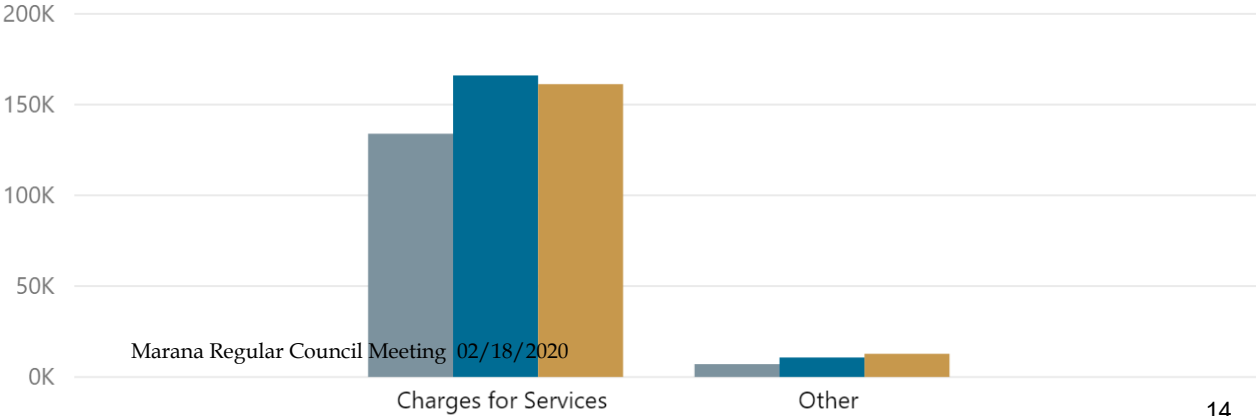
Category	FY 2020 Budget	Actual	% Budget
Charges for Services	339,200	161,259	48%
Other	305,680	12,759	4%
Total	644,880	174,018	27%



Airport Fund Relevant Information

Overall, preliminary second quarter revenue collections for the Airport Fund are as expected. Charges for Services comprise of the majority of budgeted operating revenue, while Other revenue is primarily comprised of transfers between funds scheduled to take place later in the fiscal year.

Year 2018 2019 2020



Category	2018	2019	2020
Charges for Services	133,960	166,056	161,259
Other	7,058	10,722	12,759
Total	141,018	176,778	174,018

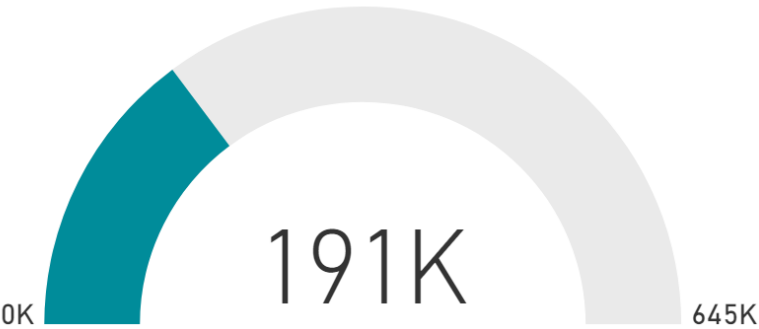
FY 2019-2020 SECOND QUARTER: AIRPORT OPERATING FUND EXPENSES

Select Revenue or Expense

☒ EXPENSES

☐ REVENUES

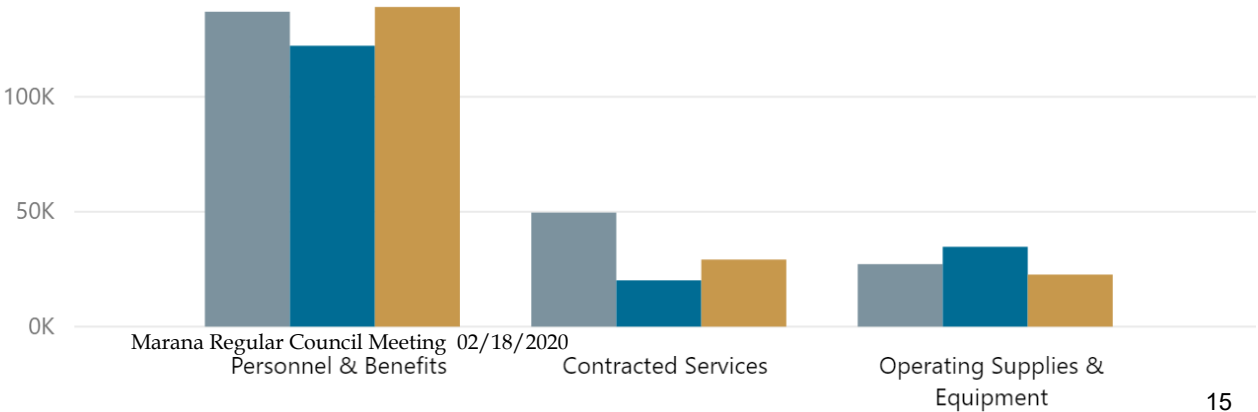
Category	FY 2020 Budget	Actual	% Budget
Personnel & Benefits	291,331	139,054	48%
Contracted Services	124,649	29,186	23%
Operating Supplies & Equipment	73,900	22,653	31%
Capital Outlay	30,000		
Other Financing Uses	125,000		
Total	644,880	190,893	30%



Airport Fund Relevant Information

Overall, expenses for the Airport Fund are at or below budgeted levels through the second quarter of FY2020. Some expenses, including the purchase of a sweeper, are planned for the second half of the fiscal year. Other Financing Uses is related to restricted budget amounts. Costs related to CIP projects are captured in other funds.

Year 2018 2019 2020



Category	2018	2019	2020
Personnel & Benefits	136,989	122,191	139,054
Contracted Services	49,625	20,141	29,186
Operating Supplies & Equipm...	27,198	34,731	22,653
Total	213,812	177,063	190,893



Council-Regular Meeting

C1

Meeting Date: 02/18/2020

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Dan Grossman, CIP Process Analyst

Date: February 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; approving a change order to the Construction Contract between the Town and Sunland Asphalt & Construction, Inc., in the amount of \$180,250.45 for Pavement Preservation 2020, Project No. PM020; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Keith Brann)

Discussion:

Marana Town Code Section 3-4-7(B)(4) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed \$50,000.

The budget for fiscal year 2019- 2020 was adopted on June 18, 2019. The Pavement Preservation program is included within the Town's budget with funding provided by Highway User Revenue Fees (HURF).

For fiscal year 2020, the Town authorized budget for Pavement Preservation is \$2,225,681.00.

On September 25, 2019, the Town and Sunland Asphalt Inc. entered into a Construction Contract in the amount of \$1,958,378.67 to conduct the 2020 Pavement Preservation program.

This change order request adds funds to the Pavement Preservation program to rehabilitate three intersections in the Sunflower neighborhood. The intersection base material was worse than expected and funds are necessary to properly correct roadway

deficiencies. In addition, this change order also add funds to remove the existing stripe on Dove Mountain Blvd prior to the anticipated seal-coating to accommodate a desired change in bike path widths, and to ensure proper material bonding.

Twin Peaks Rd from Silverbell Rd to the Interstate will be added so that the small portion of Twin Peaks not in the original construction contract can be completed from Silverbell Rd to the end of Dove Mountain Blvd.

The Amber Crest subdivision in Continental Reserve will also be added to complete this area of the Town that was not completed in the previous pavement preservation program that utilized Pima County Property Tax funds.

The cost of this change order request is \$180,250.45. This will bring the construction contract for Pavement Preservation to \$2,138,629.12.

Financial Impact:

Fiscal Year: 2021

Budgeted Yes

Y/N:

Amount: \$180,250.45

The funding for this increase in construction spending is within the Town Approved budget of \$2,225,681.00.

This change order will be funded with HURF revenues, and expended in GL Account # 26041000-6407.

Staff Recommendation:

Staff recommends approval of the change order.

Suggested Motion:

I move to approve a change order to the 2020 Pavement Preservation construction contract with Sunland Asphalt & Construction, Inc. in the amount of \$180,250.45; to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

No file(s) attached.



Council-Regular Meeting

C2

Meeting Date: 02/18/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-010: Relating to Facilities; approving and authorizing the Town Manager to administer the amended Town of Marana Meeting Facilities Usage Policy (David L. Udall)

Discussion:

In September 2005, the Town Council adopted a Meeting Facilities Usage Policy for the Marana Municipal Complex (MMC) and the Marana Operations Center (MOC). In May 2011, the Council adopted an amended policy that added the MOC Community Room as a facility available for use and limited the number of approved uses and users of the facilities. In December 2018, the Council adopted an amended policy that added the Marana Police Department Community Room as a facility available for use for the approved uses and users, subject to the same rules as applied to other MMC facilities and the MOC.

Approved uses/users include only:

- Town of Marana meetings. Examples include Town Council meetings, Town Commission meetings, meetings between developers and members of the public as a part of a Town project or process and neighborhood meetings.
- Federal, state, county, local or tribal government agency meetings.
- School district meetings. However, Town Facilities are not available for ongoing classes as part of a school's regular curriculum.
- Town of Marana employee group or association meetings.
- Educational, cultural, and community-related (non-political) group meetings or events. Examples include the Marana Chamber of Commerce, Marana Heritage Conservancy, AGTS and homeowners' associations.

The proposed amended policy on tonight's agenda adjusts the points of contact for scheduling meetings or events at Town facilities. It also changes the hours of availability for meetings or events at some of the Town's facilities, clarifies that the MOC facility available for meetings and events is the MOC Community Center, adds the Marana Unified School District as an additional example of "[e]ducational, cultural, and community-related (non-political) group meetings or events," and recognizes the New Year's Eve holiday recently approved by the Town.

Staff Recommendation:

Staff recommends approval of the amended facilities usage policy.

Suggested Motion:

I move to adopt Resolution No. 2020-010, approving and authorizing the Town Manager to administer the amended Town of Marana Meeting Facilities Usage Policy.

Attachments

Resolution No. 2020-010

Exhibit A - Amended Facility Usage Policy

MARANA RESOLUTION NO. 2020-010

RELATING TO FACILITIES; APPROVING AND AUTHORIZING THE TOWN MANAGER TO ADMINISTER THE AMENDED TOWN OF MARANA MEETING FACILITIES USAGE POLICY

WHEREAS, on December 4, 2018, via Resolution No. 2018-107, the Town Council approved an amended Town Meeting Facilities Usage Policy; and

WHEREAS, the Mayor and Council of the Town of Marana feel it is in the best interests of the public to amend this policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the amended Town of Marana Meeting Facilities Usage Policy attached to and incorporated by reference in this resolution as Exhibit A is hereby approved.

IT IS FURTHER RESOLVED that the Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned Town of Marana Meeting Facilities Usage Policy.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

TOWN OF MARANA MEETING FACILITIES USAGE POLICY

A. Purpose. This usage policy is intended to provide guidelines and set procedures for use and reservation of available Town meeting facilities at the Marana Municipal Complex, 11555 West Civic Center Drive (the “MMC”) and the Marana Operations Center, 5100 West Ina Road (the “MOC”). The MMC and MOC meeting facilities addressed in this policy are collectively referred to as the “Facilities.”

B. Facilities Available. The following Facilities are available for use pursuant to this policy:

- MMC Council Chambers¹
- MMC Conference Center
- MMC Atrium
- MMC Marana Police Department (MPD) Community Room
- MOC Community Room

The approximate seating capacity in each of the Facilities is as follows:

Marana Municipal Complex

- Council Chambers – 172
- Conference Center – 100 (capacity varies based on room arrangement; lower capacity when tables are used; may be divided into three rooms depending on the size of the group requesting its use.)
- Atrium – 73
- MPD Community Room – 97 (capacity varies based on room arrangement; lower capacity when tables are used.)

Marana Operations Center

- Community Room – 67

An entity may request the use of a specific available Facility; however, **the Town of Marana reserves the right, in its sole discretion, to determine which available Facility will be assigned to a requestor.**

C. Allowed Groups/Uses. The MMC and MOC are primarily intended and designed for Town of Marana government business and municipal office purposes. Therefore, the Facilities are not available for religious services, for political organizations or events or to private businesses. Additionally, the Facilities may not be used for commercial or fundraising activities. However, the Facilities are available for the following uses:

- Town of Marana meetings. Examples include Town Council meetings, Town Commission meetings, meetings between developers and members of the public as a part of a Town project or process and neighborhood meetings.

¹ As a general policy, the Council Chambers will not be made available if another Facility will accommodate the group requesting its use.

- Federal, state, county, local or tribal government agency meetings.
- School district meetings. However, Town Facilities are not available for ongoing classes as part of a school's regular curriculum.
- Town of Marana employee group or association meetings.
- Educational, cultural, and community-related (non-political) group meetings or events. Examples include the Marana Chamber of Commerce, Marana Heritage Conservancy, Marana Unified School District, AGTS and homeowners' associations.

D. *Priority for Use of Facilities (in the following order).*

1. Town Council meetings*
2. Town Board and Commission meetings*
3. Town staff and Town sponsored or hosted meetings*
4. Town co-sponsored meetings*
5. Federal, state, county, local tribal government agency and school district meetings
6. Town employee groups or association meetings
7. Educational, cultural, and community-related group meetings or events

*These categories are collectively referred to in this Policy as “**Town-Managed Meetings**”.

E. Facility Availability. Facilities at the MMC are available for use from 7:00 AM to 9:00 PM, Monday through Friday, excluding Town-recognized holidays.² Meetings shall conclude by 8:30 PM, and the Facility shall be vacated no later than 9:00 PM. The Community Center at the MOC are available for use from 7:00 AM to 9:00 PM, Monday through Friday, excluding Town-recognized holidays. Meetings shall conclude by 8:30 PM, and the Facility shall be vacated no later than 9:00 PM. Town-Managed Meetings and meetings of Town employee groups or associations are exempt from the requirements of this paragraph.

F. Facility Priority. Town-Managed Meetings shall be given preference at all times in scheduling use of the Facilities. Other meetings will be scheduled on a first-come, first-served basis. **Because of high demand for the Facilities for Town-Managed Meetings, availability of the Facilities during Regular Business Hours is extremely limited and subject to change.** If an unforeseen circumstance requires the use of any Facilities to be needed for Town-Managed Meetings, a group or agency may be required to reschedule or relocate their meeting.

G. Scheduling. The MMC Executive Assistant to the Town Manager shall be responsible for scheduling the Facilities located in the MMC, except for the MPD Community Room. The MPD Customer Service Clerk shall be responsible for scheduling the MPD Community Room. The MOC Customer Service Specialist shall be responsible for scheduling the Community Room located in the MOC. The person responsible for each of the Facilities shall maintain a calendar

² Town-recognized holidays are New Year's Eve (December) 31, New Year's Day (January 1), Martin Luther King, Jr./Civil Rights Day (third Monday in January), Washington's/Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11 or when observed), Thanksgiving Day (fourth Thursday in November), Day after Thanksgiving (fourth Friday in November), Christmas Eve (December 24), and Christmas Day (December 25)

of scheduled uses including the purpose of the meeting, the size of the group, time and date of meeting, any special setup, and the person responsible for the meeting.

1. Town-Managed Meetings shall be scheduled as follows:

- Town staff shall reserve the Facilities and receive confirmation of reservation by utilizing a calendaring system maintained by the MMC Executive Assistant to the Town Manager, the MPD Customer Service Clerk, or the MOC Customer Services Specialist, as applicable.
- Town staff shall schedule technical assistance through the Technology Services Help Desk.

2. All other groups/meetings shall be scheduled as follows:

- Contact the MMC Executive Assistant to the Town Manager representative at (520) 382-1904 for availability and scheduling of the Facilities in the MMC, other than the MPD Community Room; contact the MPD Customer Service Clerk at (520) 382-2053 for availability and scheduling of the MPD Community Room; or contact the MOC Customer Services Specialist at (520) 382-2500 for availability and scheduling of the Community Center in the MOC.
- Organizations or groups wanting to schedule use of the Facilities must schedule at least seven working days prior to the event or meeting unless this requirement is waived by the Town Manager's Office, or by the Chief of Police for the MPD Community Room.
- A Facilities permit application and use agreement must be completed and include the necessary information. Tentative reservations can be taken over the telephone; however, the permit application and use agreement must be submitted to the MMC Executive Assistant to the Town Manager (for MMC Facilities other than the MPD Community Room), the MPD Customer Service Clerk (for the MPD Community Room), or the MOC Customer Services Specialist (for MOC Community Center) no later than five days after the tentative reservation has been made. If the agreement is not received, the tentative reservation will be cancelled.
- The Facilities permit application and use agreement will be forwarded to the Town Manager's Office, Executive Assistant to the Town Manager (for MMC or MOC Facilities) or to the Police Department Administrative Supervisor (for the MPD Community Room) for approval or disapproval and for the imposition of any additional conditions, such as a security deposit or insurance requirements.
- Depending upon the nature of the event, the number of participants and the organization's past use of the Facilities, an organization may be required to provide a security deposit and/or a certificate of insurance naming the Town of Marana as an additional insured.
- The person scheduling and signing the permit application and use agreement must be at least 18 years of age.

- Meetings may be scheduled up to three months in advance; however, if an unforeseen circumstance requires the use of any Facilities to be needed for Town-Managed Meetings, a group or agency may be required to reschedule or relocate their meeting.
- Groups utilizing any of the Facilities must comply with the provisions in Title IIA of the Americans with Disabilities Act.
- Groups or organizations desiring to reserve Facilities on an on-going or regular basis are encouraged to request approval by the Town Council of a formal written meeting facility use agreement, containing such terms and provisions as the Town Council determines appropriate based on the nature, extent, duration and purpose of the use.

H. Visitor Parking and Entrance. Parking is available at the parking lots north and east of the MMC. Access to the Council Chambers and the Atrium is through the front entrance of the MMC. The Conference Center is accessed either through the front entrance of the MMC (during regular business hours) or via the elevator or outside staircase (after regular business hours). The MPD Community Room is accessed through the front entrance of the Police Department Building. For the MOC Community Center, parking is available south and west of the main MOC entrance.

I. Rules of Conduct. The following rules apply to all meetings in the Facilities (rules marked with an asterisk [*] do not apply to Town-Managed Meetings):

- Any group using the Facilities shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability.
- Any group using the Facilities shall conduct their meetings and themselves in a professional and courteous manner.
- All activities must be under adult supervision, eighteen years of age or older.
- The responsible party must restore the Facilities to their original condition. No custodial services are provided with the use of the Facilities. The user will be responsible for cleaning up the room and removing any trash.
- The Town will not be responsible for any furniture or equipment brought by the user, and such equipment must be removed at the conclusion of the event.
- Town furniture shall not be moved between rooms.*
- The Town will not store equipment, supplies, materials, etc., for organizations using the rooms.*
- The user may post signs or notices upon the premises; however, nothing that may injure, mar, or in any way deface the premises shall be used. Nails, hooks, adhesive fasteners, tacks or screws are prohibited on any part of the building or premises.*
- Open flames are prohibited in the Facilities.
- No animals shall be allowed upon the premises except dogs assisting disabled individuals.

- Smoking is prohibited in Town Facilities.
- The total number of people shall not exceed the posted capacity of any of the meeting rooms.
- The event shall be confined to the reserved area and shall not interfere with the general public or any other ongoing activities within the Facilities.*
- The use of the Town of Marana name is strictly prohibited by any organization or person for any purpose in connection with the use of the meeting rooms for publicity or otherwise except to identify the location of the event. Unapproved use of the Town of Marana name or logo shall be grounds for termination of the use agreement and may be subject to other legal action.*
- The permitted use of the Facilities by a group does not, in any way, constitute an endorsement by the Town of Marana of the user's policies or beliefs.
- Food and beverages are prohibited in the Council Chambers.
- With the exception of the Council Chambers, food and beverages are permitted in the Facilities. The meeting organizer is responsible for providing all food and beverages and any necessary equipment and supplies. No coffee service equipment or supplies are available. Red punch is prohibited. Any damage due to food or beverages will be assessed and billed to the sponsoring department or organization.
- Alcoholic beverages are prohibited.
- The Town Manager and designated Town officials and employees shall have free access to all areas at all times.
- The Facilities used by the applicant will be examined carefully after use. If there is any damage, the Town will make all repairs and bill the applicant. The applicant shall pay for all damages to Town property arising from the use of the Town Facilities where the applicant is deemed responsible. If the applicant causes any damage to Town property, the applicant may be denied future use of the Facilities, may be required to provide a security deposit and/or may be required to provide a certificate of insurance naming the Town of Marana as an additional insured.
- The Town reserves the right to revoke a group or organization's right to use the Facilities at any time, including during an event if there is a danger of injury or damage to person(s) or property.



Council-Regular Meeting

C3

Meeting Date: 02/18/2020

To: Mayor and Council

From: Cynthia Ross, Senior Planner

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-011: Relating to Development; approving a final plat for Marana Center Parcel 5, Lots 1-2 located east of Interstate 10 and southeast of Twin Peaks Road (Cynthia L. Ross)

Discussion:

Request

Baker and Associates Engineering, Inc. representing Mark E. Ortman Jr. of VP Marana Investments, LLC, is proposing a final plat for Marana Center Parcel 5, Lots 1-2.

This final plat proposes a re-subdivision of Parcel 5 of the Marana Center Final Block Plat Parcels 1-5 into two commercial lots.

Zoning and Land Use

The Town Council approved the Marana Center Final Block Plat, Parcels 1-5 on August 5, 2014. The plat is located within the Marana Spectrum Specific Plan area, which has a "Commercial" land use designation. The proposed plat area is approximately 29.5 acres of land and is comprised of Lots 1 and 2 measuring 10.38 acres (452,198 square feet) and 19.14 acres (833,823 square feet), respectively.

Access and Circulation

Access is provided to Lots 1 and 2 directly from the public street, Marana Center Boulevard.

Infrastructure and Utilities

Lots 1 and 2 are to be served by Marana Water, Pima County Wastewater, Tucson Electric Power, and Southwest Gas. Fire service is to be provided by Northwest Fire.

Miscellaneous

VP Marana Investments, LLC has applied for this re-subdivision to facilitate a particular sale of the subject property and if the sale does not occur, does not wish to re-subdivide the property as contemplated by this final plat. The approving resolution authorizes Town staff to refrain from recording the plat if the Owner does not sell the property as contemplated. If Town staff does not record the plat under these circumstances, the result will be as if this final plat was never approved by the Council.

Staff Recommendation:

Staff finds that the final plat is in compliance with the Marana Spectrum Specific Plan, the Marana Land Development Code, and the Marana General Plan. Staff recommends approval of the Final Plat for Marana Center Parcel 5, Lots 1-2.

Suggested Motion:

I move to adopt Resolution No. 2020-011, approving the Final Plat for Marana Center Parcel 5, Lots 1-2.

Attachments

Resolution No. 2020-011

Application

PRV1912-001 Marana Center Final Plat Map

MARANA RESOLUTION NO. 2020-011

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR MARANA CENTER PARCEL 5, LOTS 1-2 LOCATED EAST OF INTERSTATE 10 AND SOUTHEAST OF TWIN PEAKS ROAD

WHEREAS on August 5, 2014, the Marana Town Council adopted Resolution No. 2014-073, approving a subdivision plat known as Marana Center Final Block Plat Parcels 1-5; and

WHEREAS VP Marana Investments, LLC ("Owner") has applied for approval of a final plat for a 2-lot commercial subdivision being a re-subdivision of Marana Center Parcel 5; and

WHEREAS Owner has applied for this re-subdivision to facilitate a particular sale of the subject property and if the sale does not occur, Owner does not wish to re-subdivide the property as contemplated by this final plat; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on February 18, 2020, determined that the final plat for Marana Center Parcel 5, Lots 1-2 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Marana Center Parcel 5, Lots 1-2 is hereby approved.

BE IT FURTHER RESOLVED that if the Owner does not sell the property as contemplated, the Mayor and Council hereby authorizes Town staff not to record the final plat for Marana Center Parcel 5, Lots 1-2 approved by this resolution and the result will be as if this final plat was never approved by the Council.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Marana Center Parcel 5, Lots 1 - 2

Description of Project: Final Plat for 2 Commercial Lots

Number of Lots: 2

Parcel No.(s): 221-04-0340

Gross Area (Acres): 29.5

Project Address: 6695 W. Camino de Manana, Marana, AZ 85742

Ref. Project No.: PRV-14013F

CONTACT INFORMATION

Owner: VP Marana Investments, Inc.

Contact Name: David Scholl

Address: 2502 E. Camelback Road, #214

City: Phoenix

State: AZ

Zip: 85016

Email: david@vintagevp.com

Phone No.: (602) 459-9924

Applicant: See Above

Contact Name:

Address:

City:

State:

Zip:

Email:

Phone No.:

Consultant/Engineer: Baker & Assoc. Engineering

Contact Name: Marty Magelli

Address: 3561 E. Sunrise Drive, #225

City: Tucson

State: AZ

Zip: 85718

Email: marty@baetucson.com

Phone No.: (520) 318-1950

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.)

David C. Scholl

Applicant Name (PRINT)

David C. Scholl

Signature

1/2/19

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN ON THIS PLAT.

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

VP MARANA INVESTMENTS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
BY: VINTAGE PARTNERS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER
BY: EDWARD & COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: _____
MARK E. ORTMAN, JR., ITS MANAGER

2502 E. CAMELBACK ROAD, #214
PHOENIX, ARIZONA 85016
PHONE: 1-602-459-9924

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY MARK E. ORTMAN, JR., THE MANAGER OF EDWARD & COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ADMINISTRATIVE MEMBER OF VINTAGE PARTNERS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF VP MARANA INVESTMENTS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF SUCH ENTITIES.

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

NOTARY PUBLIC

ASSURANCES

THE TOWN OF MARANA DOES NOT REQUIRE THE SUBDIVIDER TO PROVIDE SUBDIVISION ASSURANCES FOR THIS SUBDIVISION. ANY SUBDIVISION IMPROVEMENTS REQUIRED BY ARIZONA REVISED STATUTES SECTION 9-463.01(C)(6) AND MARANA TOWN CODE SECTION 17-5-5 HAVE BEEN PREVIOUSLY PROVIDED.

BY: _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

BY: _____
MARANA WATER DIRECTOR DATE

RECORDING DATA

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

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

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

DATE

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 29.5 ACRES (1,286,021 S.F.).
2. THE TOTAL NUMBER OF LOTS IS 2.
3. THE EXISTING ZONING FOR THIS PROJECT IS "F" (MARANA SPECTRUM SPECIFIC PLAN).
4. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA MAYOR AND COUNCIL.
5. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
6. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOOD PLAIN ADMINISTRATOR.
7. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
8. THE WATER PROVIDER TO SERVE THIS SUBDIVISION IS THE TOWN OF MARANA WATER SERVICE. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
9. THIS SUBDIVISION IS SUBJECT TO TOWN OF TOWN OF MARANA REZONING CONDITIONS PER MARANA ORDINANCE 2007.19, AS AMENDED BY MARANA ORDINANCE 2014.010 AND THE PROVISIONS OF THE DEVELOPMENT AGREEMENT APPROVED BY MARANA RESOLUTION 2007.229, AND AMENDED BY MARANA RESOLUTIONS 2010-80 AND 2013-110.
10. THIS SUBDIVISION IS SUBJECT TO A BLANKET EASEMENT FOR COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED IN BOOK 103 OF MISCELLANEOUS RECORDS, PAGE 225.
11. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS -0-.
12. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
13. NO IMPROVEMENTS AND/OR LANDSCAPE MATERIALS MEASURING VERTICALLY BETWEEN 30 AND 72 INCHES IN HEIGHT RELATIVE TO THE ADJACENT ROADWAYS THAT MIGHT INTERFERE WITH SIGHT VISIBILITY SHALL BE PLACED AND/OR MAINTAINED WITHIN THE SIGHT VISIBILITY TRIANGLE.

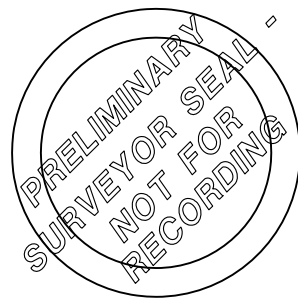
BASIS OF BEARING

BASIS OF BEARING: SOUTH 00°30'54" EAST, ACCORDING TO SEQUENCE NUMBER 20142340180 OF MAPS AND PLATS, PIMA COUNTY, ARIZONA BETWEEN MONUMENTS FOUND ON THE EAST LINE OF SECTION 22, AS SHOWN.

CERTIFICATIONS

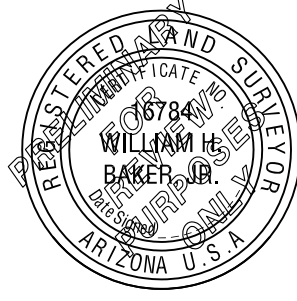
I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

BRIAN LIVERNOIS, R.L.S.
ON POINT SURVEYING
REGISTERED LAND SURVEYOR NO. 58324
STATE OF ARIZONA



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

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



TOWN OF MARANA APPROVALS

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

BY: _____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE

BY: _____ P.E. _____
MARANA WATER DIRECTOR DATE

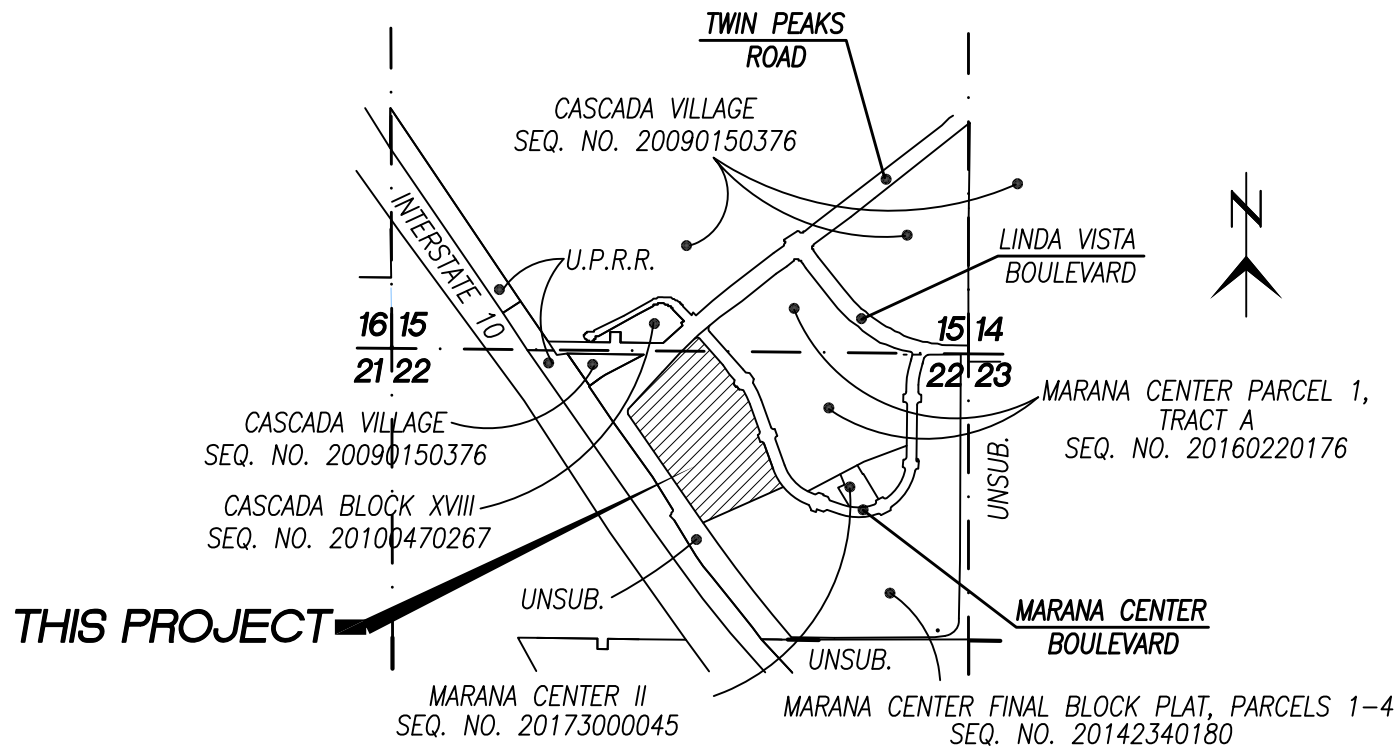
CERTIFICATION

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

BY: _____
CLERK OF THE TOWN OF MARANA DATE

ADMINISTRATIVE ADDRESS

6397 W. LINDA VISTA BOULEVARD, TUCSON, ARIZONA, 85742



LOCATION PLAN

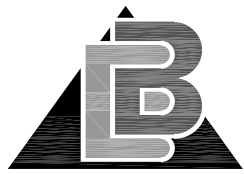
BEING A PORTION OF SECTION 22, T12S, R12E,
G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA
3" = 1 MILE

LEGEND

- FOUND 1/2" REBAR WITH A PLASTIC CAP TAGGED "RLS 27239", EXCEPT WHERE OTHERWISE NOTED
- ▣ FOUND 3" TOWN OF MARANA BRASS CAPPED SURVEY MONUMENT STAMPED "RLS 27239, 2015"
- (M) MEASURED DIMENSION
- ⊕ 1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
- _____ SUBDIVISION BOUNDARY
- C5 CURVE DATA (SEE TABLE, SHEET 2)
- L10 LINE DATA (SEE TABLE, SHEET 2)
- — — — EXISTING RIGHT-OF-WAY LINE
- — — — STREET CENTERLINE
- — — — EASEMENT LINE AS SHOWN
- P/L BOUNDARY/PROPERTY LINE
- SVT SIGHT VISIBILITY TRIANGLE EASEMENT AREA GRANTED BY THIS PLAT (SEE ALSO GENERAL NOTE #13)

FINAL PLAT for
MARANA CENTER PARCEL 5, LOTS 1 - 2

BEING A RESUBDIVISION OF PARCEL 5 AS RECORDED IN MARANA CENTER, PARCELS 1 - 5, SEQUENCE NO. 20142340180, A PORTION OF SECTIONS 22 AND 15, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



Baker & Associates Engineering, Inc.

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

#PRV1912-001

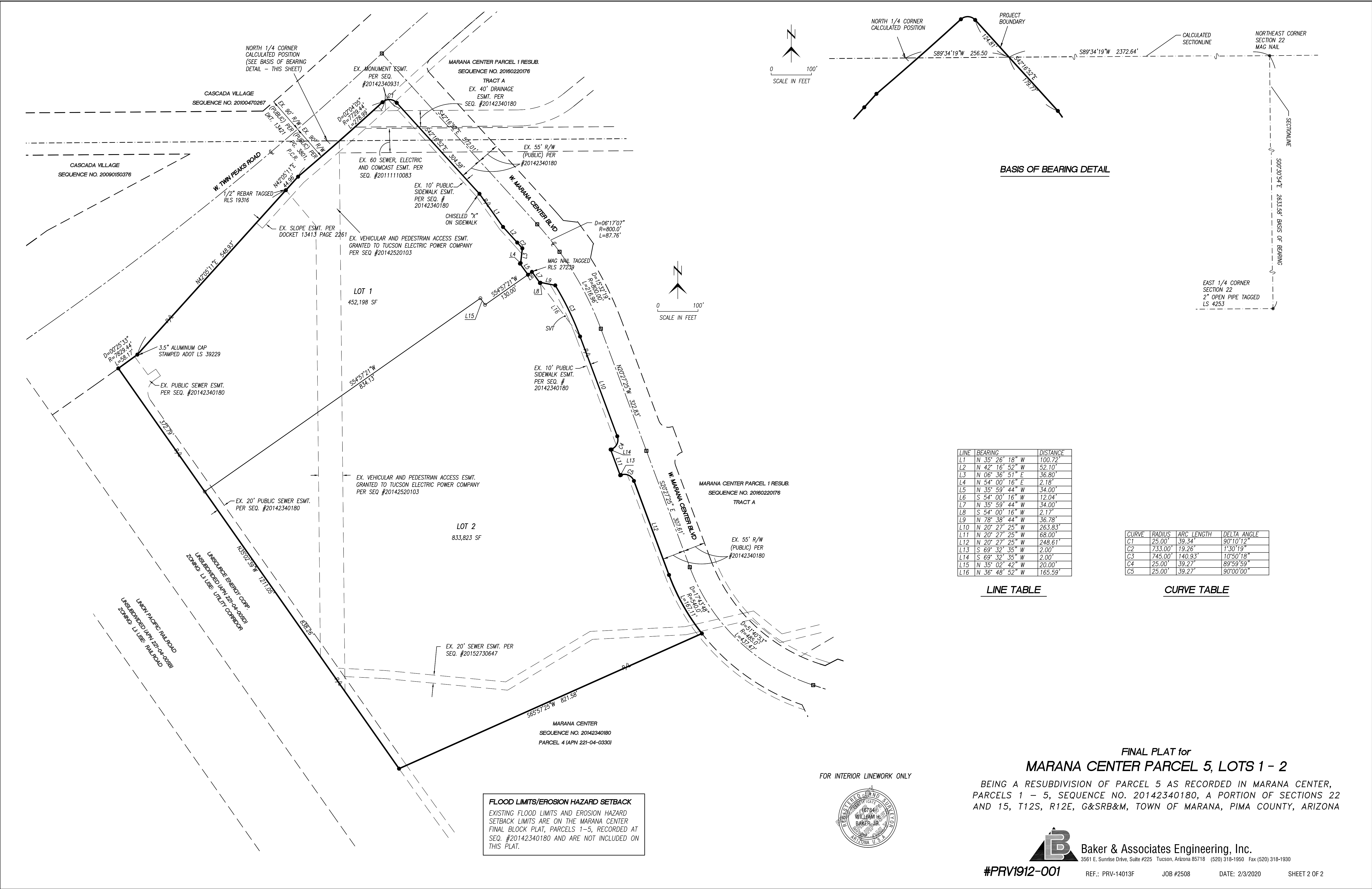
REF.: PRV-14013F

JOB #2508

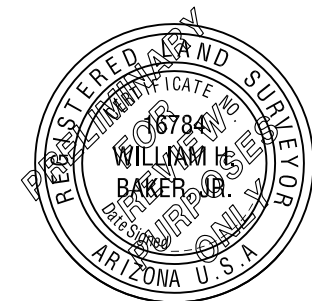
DATE: 2/3/2020

SHEET 1 OF 2

SEQUENCE # _____

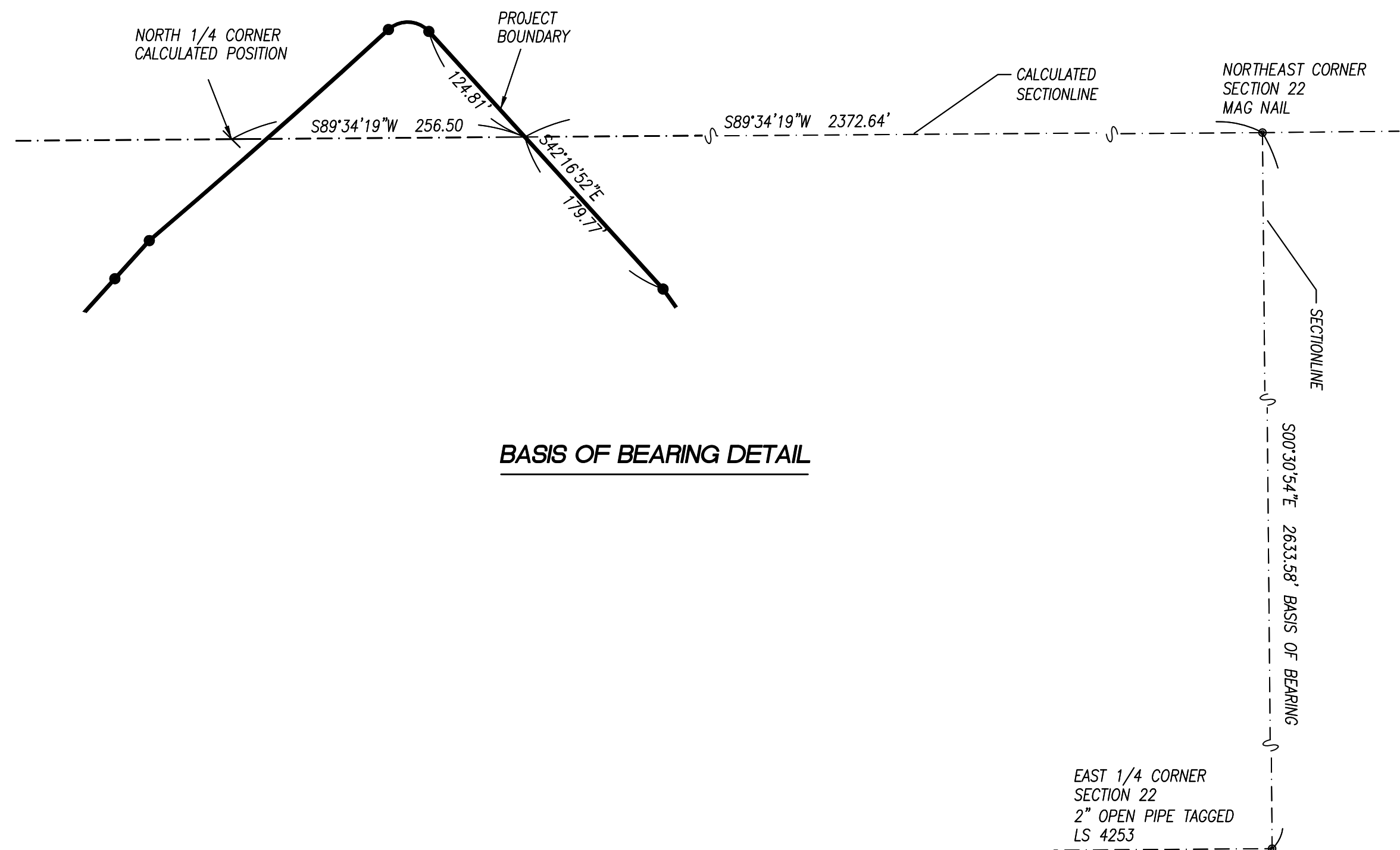


FOR INTERIOR LINework ONLY



FLOOD LIMITS/EROSION HAZARD SETBACK
EXISTING FLOOD LIMITS AND EROSION HAZARD SETBACK LIMITS ARE ON THE MARANA CENTER FINAL BLOCK PLAT, PARCELS 1-5, RECORDED AT SEQ. #20142340180 AND ARE NOT INCLUDED ON THIS PLAT.

BASIS OF BEARING DETAIL



LINE	BEARING	DISTANCE
L1	N 35° 26' 18" W	100.72'
L2	N 42° 16' 52" W	52.10'
L3	N 06° 36' 51" E	36.80'
L4	N 54° 00' 16" E	2.18'
L5	N 35° 59' 44" W	34.00'
L6	S 54° 00' 16" W	12.04'
L7	N 35° 59' 44" W	34.00'
L8	S 54° 00' 16" W	2.17'
L9	N 78° 38' 44" W	36.78'
L10	N 20° 27' 25" W	263.83'
L11	N 20° 27' 25" W	68.00'
L12	N 20° 27' 25" W	248.61'
L13	S 69° 32' 35" W	2.00'
L14	S 69° 32' 35" W	2.00'
L15	N 35° 02' 42" W	20.00'
L16	N 36° 48' 52" W	165.59'

LINE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	25.00'	39.34'	90°10'12"
C2	733.00'	19.26'	1°30'19"
C3	745.00'	140.93'	10°50'18"
C4	25.00'	39.27'	89°59'59"
C5	25.00'	39.27'	90°00'00"

CURVE TABLE

**FINAL PLAT for
MARANA CENTER PARCEL 5, LOTS 1 - 2**

BEING A RESUBDIVISION OF PARCEL 5 AS RECORDED IN MARANA CENTER, PARCELS 1 - 5, SEQUENCE NO. 20142340180, A PORTION OF SECTIONS 22 AND 15, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA



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

#PRV1912-001 REF.: PRV-14013F JOB #2508 DATE: 2/3/2020 SHEET 2 OF 2

SEQUENCE # _____



Council-Regular Meeting

C4

Meeting Date: 02/18/2020

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Corey Larriva, Superintendent

Date: February 18, 2020

Strategic Plan Focus Area:
Commerce, Community

Strategic Plan Focus Area Additional Info:

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

Initiative 1: Provide exceptional community events that create opportunities for citizen engagement.

Subject: Resolution No. 2020-012: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the planning, development and presentation of the 2020 Big Green Event (Jim Conroy)

Discussion:

The Marana Chamber Green Committee is planning the third "Big Green Event" for Saturday, November 7, 2020. The Committee reached out to the Town to request that the Town partner with the Committee to provide in-kind support and assistance for the event, which will be held at Marana Heritage River Park. The purpose of the Big Green Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model. The Event will include main stage demonstrations and talent, hands-on Big Green Kid's Activity Zone, raffle prizes, entertainment, food and fun, green exhibitors and innovative technology, interactive, money-saving green tips and workshops for businesses and residents, and other related activities.

The proposed agreement with the Chamber of Commerce provides that the Chamber will recruit, select, approve and contract with demonstrators, talent, and vendors consistent with the theme of the Event and will provide sufficient staffing to

present and run the Event. The Chamber will provide the Town with the following:

- Exclusive use of “Recreation” as the Town’s sponsorship theme for the Event.
- A 10’ by 10” covered booth, a table, and chairs for the Town’s use at the Event.
- Inclusion of the Town’s logo on CHAMBER’S social media, website, and Event collateral.
- Inclusion of the Town’s logo on Event banners and all entrance signage, and mention in any media buys/public service announcements.
- Stage mentions at each demonstration at the Event, and opportunity for Town staff member to speak on stage for up to two minutes.

The Town will provide in-kind support and assistance, at no cost to Chamber, including use of the Marana Heritage River Park, event custodial services and tear-down, and administrative support from Town staff. The Town will also cross promote the Event through the Town’s media/communication outlets, help coordinate a traffic and safety plan for the Event, and staff the Town’s Event booth with personnel able to discuss the Town’s “Recreation” sponsorship theme.

Financial Impact:

The Town will only provide in-kind assistance valued at approximately \$4,251. See Exhibit B to the Agreement, listing Town In-Kind Support and Assistance. All amounts are subject to budget appropriation as part of the upcoming budget process for fiscal year 2020-2021.

Staff Recommendation:

Staff recommends approval of the agreement between the Town of Marana and Marana Chamber of Commerce for the 2020 Big Green Event.

Suggested Motion:

I move to adopt Resolution No. 2020-012 approving and authorizing the Mayor to execute the agreement between the Town of Marana and Marana Chamber of Commerce for the 2020 Big Green Event.

Attachments

Resolution No. 2020-012
Agreement_Chamber Big Green

MARANA RESOLUTION NO. 2020-012

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA CHAMBER OF COMMERCE, INC. REGARDING THE PLANNING, DEVELOPMENT AND PRESENTATION OF THE 2020 BIG GREEN EVENT

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

WHEREAS the Marana Chamber of Commerce, Inc. ("Chamber") is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole; and

WHEREAS the Town and Chamber desire to enter into an agreement regarding the presentation of the 2020 Big Green Event on November 7, 2020; and

WHEREAS the purpose of the Big Green Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model; and

WHEREAS the Marana Town Council finds that the benefits to the Town resulting from Chamber's production and presentation of the 2020 Big Green Event have a value at least equal to the fair market value of the in-kind support and assistance to be provided to Chamber by the Town pursuant to this Agreement.

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

SECTION 1. The agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2020 Big Green Event, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of February 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

**AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA
CHAMBER OF COMMERCE FOR THE 2020 MARANA CHAMBER BIG
GREEN EVENT**

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

RECITALS

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

B. CHAMBER is a nonprofit corporation serving the business and professional community as the voice of commerce, providing numerous programs and services to improve the economic environment for its members and the community as a whole.

C. The Town and CHAMBER, by and through its Green Committee, desire to enter into an agreement regarding the presentation of the 2020 Big Green Event on November 7, 2020. The purpose of the Big Green Event is to demonstrate that business and green are compatible and show by example the way to a more sustainable lifestyle and business model.

D. The Town finds that the benefits to the Town resulting from CHAMBER's production and presentation of the 2020 Big Green Event have a value at least equal to the fair market value of the in-kind support and assistance to be provided to CHAMBER by the Town pursuant to this Agreement.

AGREEMENT

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

1. *Services to be performed by CHAMBER.* CHAMBER, by and through its Green Committee, shall plan, develop and present the 2020 Big Green Event (the "Event") at Marana Heritage River Park, 12375 N. Heritage Park Dr. as set forth in this paragraph 1. The Event will be held on November 7, 2020, from 11:00 am to 5:00 pm. The Event will include main stage demonstrations and talent, hands-on Big Green Kid's Activity Zone, raffle prizes, entertainment, food and fun, green exhibitors and innovative technology,

interactive, money-saving green tips and workshops for businesses and residents, and other related activities.

a. CHAMBER shall recruit, select, approve and contract with demonstrators, talent, and vendors consistent with the theme of the Event and the terms of this Agreement. CHAMBER shall ensure that all Event vendors possess a current Town of Marana business license as of the date of the Event, if applicable. CHAMBER shall also ensure that all food vendors possess a current and appropriate permit from the Pima County Health Department, if required, as of the date of the Event. CHAMBER shall also ensure that all mobile food vendors provide evidence that all mobile food units have passed a fire inspection by a fire department in this state within the preceding 12 months, as required by Marana Town Code Section 9-13-7(A).

b. CHAMBER shall provide a complete listing of Event vendors to the Town at least one week prior to the Event.

c. CHAMBER shall ensure that all Event vendors enter into a release and indemnification agreement in the form set forth in Exhibit A, attached hereto and fully incorporated herein by this reference. CHAMBER shall provide the completed release and indemnification agreements to the Town with the vendor list required by subparagraph b above.

d. CHAMBER shall ensure that any children's amusement vendors, including jumping castle and other inflatable vendors, and rockclimbing wall vendors, contracted for the Event are vendors approved by the Town of Marana Parks and Recreation Department.

e. CHAMBER shall provide sufficient staffing to present and run the Event.

f. CHAMBER shall also provide the Town with the following:

i. Exclusive use of "Recreation" as the Town's sponsorship theme for the Event.

ii. A 10' by 10" covered booth, a table, and chairs for the Town's use at the Event.

iii. Inclusion of the Town's logo on CHAMBER'S social media, website, and Event collateral.

iv. Inclusion of the Town's logo on Event banners and all entrance signage, and mention in any media buys/public service announcements.

v. Stage mentions at each demonstration at the Event, and opportunity for Town staff member to speak on stage for up to two minutes.

2. *Support and assistance to be provided by the Town.* The Town shall provide in-kind support and assistance, at no cost to CHAMBER, as set forth in **Exhibit B**, attached

hereto and incorporated herein by this reference. In addition to the support and assistance listed in Exhibit B, the Town shall also:

- a. Cross-promote the Event through the Town's media/communication outlets.
- b. Assist CHAMBER in coordinating a traffic and safety plan for the Event.
- c. Staff the Town's Event booth with personnel able to discuss the Town's "Recreation" sponsorship theme.
- d. Allow CHAMBER early access to Town park reservations.

3. *Expenses; fees; books; taxes.* Except as provided in paragraph 2 above, CHAMBER shall be responsible for all of its operating expenses. CHAMBER may assess, collect and retain fees from those who wish to participate in the Event. The Town makes no guarantee or promise regarding the amount of compensation CHAMBER will receive due to these fees. CHAMBER shall make available to the Town for inspection any books, ledgers or statements kept by CHAMBER regarding activities conducted pursuant to this Agreement. CHAMBER shall be liable for all taxes applicable to the proceeds received by CHAMBER under this Agreement.

4. *Effective date and duration.* This agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until November 7, 2020. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 8 below shall survive termination of this Agreement.

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

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

7. *Insurance.* During the term of this Agreement, CHAMBER shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general liability and liquor liability insurance policies for the purposes of CHAMBER's activities in relation to the Event pursuant to this Agreement:

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

a. CHAMBER shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 7 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. CHAMBER shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

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

c. All policies required pursuant to this paragraph 7 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of CHAMBER's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

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

e. The insurance requirements specified in this paragraph 7 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement CHAMBER shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 7. CHAMBER shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 7. Cancellation or reduction of any coverage required by this paragraph 7 is grounds for termination of this Agreement by the Town.

8. *Indemnification.* CHAMBER agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any

and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from CHAMBER's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party CHAMBER contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by CHAMBER, or anyone for whose acts CHAMBER may be liable.

9. *Regulatory compliance and approvals.* Each Party shall at its own expense comply with all applicable federal, state and local laws, rules, and regulations in connection with its obligations under this Agreement. As part of this obligation, CHAMBER shall obtain any and all permits required by the Town, the Northwest Fire District, or any other appropriate regulatory agency for its activities under this Agreement. In consideration of the services to be performed by CHAMBER under the terms of this Agreement, to the extent legally permissible, the Town agrees to waive all Town of Marana review and permit fees that CHAMBER would normally be required to pay for CHAMBER's activities pursuant to this Agreement.

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

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

If to CHAMBER, to: MARANA CHAMBER OF COMMERCE, INC.
Attn: President/CEO
13881 North Casa Grande Highway
Marana, Arizona 85653

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

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

13. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other

events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

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

15. *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.

16. *Israel boycott divestments.* If applicable or required, CHAMBER certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. § 35-393.

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

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

19. *Termination.* Either Party may terminate its participation in this Agreement for any reason upon at least 15 days' prior written notice to the other Party.

20. *Miscellaneous.*

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

Ed Honea, Mayor

Date: _____

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney

Date

STATE OF Arizona)
County of Pima) ss.

The foregoing instrument was acknowledged before me this 17 day of January, 2020 by Audra Winters President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation, on behalf of the corporation.

(Seal)



"CHAMBER":

MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) nonprofit corporation

Audra Winters
Audra Winters, President/CEO

Date 1-17-2020

Federal I.D. # _____

Teri A Vasquez
Notary Public

LIST OF EXHIBITS

Exhibit A: Form of Release and Indemnification Agreement

Exhibit B: Spreadsheet listing Town In-Kind Support and Assistance

EXHIBIT A to
Agreement between the Town of Marana and Marana Chamber of Commerce for the
2020 Marana Chamber Big Green Event

Release and Indemnification Agreement. In consideration of the acceptance of my Vendor Application for the Big Green Event to be held November 7, 2020, I do hereby, for myself, my child/ren, my heirs, executors and assigns, release the Town of Marana (Town) and the Marana Chamber of Commerce, Inc. (Chamber), and their respective agents, officials and employees from liability for any harm, injury, or damage, which I, or my minor child/ren, may suffer while participating in the above-described event. This includes all risks that are connected with the event whether foreseen or unforeseen. Additionally, I agree to defend, save, hold harmless, and indemnify the Town and Chamber, and their respective officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from my errors, omissions, or negligent or intentional acts in connection with the above-described event. I am of lawful age and legally competent to execute this Agreement. I understand the terms of this Agreement and have agreed to its terms as my own free act.

If I am acting on behalf of an organization, I certify that I am the agent of the organization, I am acting on the organization's behalf, and I am duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, I acknowledge that I have read and agree to abide by all the terms, conditions, rules and regulations outlined in this Vendor Application Form and that I have read and understand the terms of this Release and Indemnification Agreement and agree that I shall be bound by its terms and conditions.

VENDOR'S INFORMATION:

Name: _____

Address: _____

Telephone No.: _____

E-mail Address: _____

Signature: _____

Date: _____

EXHIBIT C**Town of Marana In-Kind Support to 2020 Marana Chamber Big Green Event**

Resource	Unit	Unit Quantity	Unit Cost	Total
In-Kind Contribution				
Special Event Permit	1 ea/day	3	\$300.00	\$900.00
Event custodial	hour	20	\$21.00	\$420.00
Cross Promote Event on Town Website		5	\$28.00	\$140.00
Staffing Town booth	hour	12	\$28.00	\$336.00
Event Tear-down	hour	20	\$21.00	\$420.00
Traffic Control Plan and Devices	Plan and Set Up			\$1,615.00
Administrative Support	hour	15	\$28.00	\$420.00
Total In-Kind Contribution				\$4,251.00



Council-Regular Meeting

C5

Meeting Date: 02/18/2020

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-013: Relating to Development; approving a final plat for Saguaro Bloom Block 2, lots 42, 43 and a portion of common area "B," a re-plat of lots 42, 43 and a portion of common area "B" of the original Saguaro Bloom Block 2 plat (Steven E. Vasquez)

Discussion:

History

The Town Council approved a final plat for Saguaro Bloom Block 2, Lots 1-170, Amenity Building Site, and Common Areas "A" and "B" on April 17, 2018, which was recorded with the Pima County Recorder at Sequence Number 20181100149. The subdivision is being developed by D.R. Horton.

Request

D.R. Horton is requesting a minor lot line adjustment to the approved final plat that will affect the boundary and size of lot 42 and a portion of Common Area "B". The lot line adjustment is required due to a field survey error and subsequent misplacement of the lot staking, creating lots that do not conform to the recorded final plat. The replatting will reduce the width of Common Area "B", and the associated water easement that lies within it, between Lots 42 and 43. The overall effect of the lot line adjustment to the subject area is:

- Lot 42 will increase by 1,214 square feet(sf), from 6,945 sf to 8,159 sf
- Common Area "B", adjacent to Lots 42 and 43, will decrease in width by 10 feet, from 25 feet to 15 feet and reduced in area by 1,214 sf to 10,187.2 sf
- The water easement in Common Area "B" will be reduced by five feet, from 25 feet to 20 feet.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2020-013, approving a final plat for Saguaro Bloom Block 2, Lots 42, 43 and a portion of Common Area "B."

Attachments

Resolution No. 2020-013

PRV1906-002 Saguaro Bloom Blk 2 Map

PRV1906-002 Saguaro Bloom Blk 2 FP

PRV1906-002 Saguaro Bloom Blk 2 App

MARANA RESOLUTION NO. 2020-013

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SAGUARO BLOOM BLOCK 2, LOTS 42, 43 AND A PORTION OF COMMON AREA "B," A RE-PLAT OF LOTS 42, 43 AND A PORTION OF COMMON AREA "B" OF THE ORIGINAL SAGUARO BLOOM BLOCK 2 PLAT

WHEREAS the Mayor and Council adopted Ordinance No. 2005.14 on November 15, 2005, approving the rezoning of 217 acres of land to create the Saguaro Springs Specific Plan; and

WHEREAS on April 17, 2018, the Mayor and Council adopted Resolution No. 2018-34, approving the final plat for Saguaro Bloom Block 2, Lots 1-170, Amenity Building Site, and Common Areas "A" and "B" (the "Original Saguaro Bloom Block 2 Plat"), recorded in the Pima County Recorder's Office at Sequence Number 20181100149; and

WHEREAS D.R. Horton has applied for approval of a final plat for Saguaro Bloom Block 2, Lots 42, 43 and a portion of Common Area "B," a re-plat of Lots 42, 43 and a portion of Common Area "B" of the Original Saguaro Bloom Block 2 Plat; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on February 18, 2020, determined that the final plat for Saguaro Bloom Block 2, Lots 42, 43 and a portion of Common Area "B" should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Saguaro Bloom Block 2, Lots 42, 43 and a portion of Common Area "B" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Legend

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



Notes

Approving a final plat for Saguaro Bloom Block 2 Lots 42, 43 and a portion of Common Area B, a re-plat of Lots 42, 43 and a portion of Common Area B of the original Saguaro Bloom Block 2 final plat.

0.3 0 0.14 0.3 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

THIS MAP IS NOT TO BE USED FOR NAVIGATION
Marana Regular Council Meeting 02/18/2020

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT (EXCEPT FOR LOT 42, WHOSE OWNER HAS CONSENTED TO THIS PLAT BY CONSENT TO SUBDIVIDE RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT SEQUENCE NUMBER _____), AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12923, AT PAGE 1 AND AMENDED BY SEQUENCE 2012-3660676, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, **its** TITLE SECURITY AGENCY OF ARIZONA, INC., A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201434-T, AS TRUSTEE ONLY AND NOT OTHERWISE

BY _____
TRUST OFFICER

BENEFICIARY OF TRUST:
D.R. HORTON, ARIZONA
3580 WEST INA ROAD, SUITE 100
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS

ON THIS ____ DAY OF _____, 20__ BEFORE ME PERSONALLY APPEARED **DIANE L. SLOANE**, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201434-T, AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

BY _____
MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

ASSURANCES

ASSURANCES FOR LOT 42 HAVE BEEN RELEASED PER PIMA COUNTY RECORDER'S OFFICE SEQUENCE 20190840202.

ASSURANCES FOR LOT 43 ARE PROVIDED BY THE ORIGINAL PLAT PURSUANT TO THE ASSURANCES AGREEMENT RECORDED IN PIMA COUNTY RECORDER'S OFFICE AT SEQUENCE 20181100149.

BY _____
TOWN OF MARANA _____ DATE _____

ASSURED WATER SUPPLY

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

BY _____
MARANA WATER DIRECTOR _____ DATE _____

RECORDING

STATE OF ARIZONA }
COUNTY OF PIMA } SS
SEQUENCE No. _____

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

F. ANN RODRIGUEZ
PIMA COUNTY RECORDER
BY DEPUTY _____

GENERAL NOTES

- GROSS AREA OF THIS DEVELOPMENT IS ±0.57 ACRES (±24,947.3 S.F.)
- CURRENT ZONING IS "F" (SPECIFIC PLAN-SAGUARO BLOOM), PER ORDINANCE 2005.14. LAND USE PER SAGUARO SPRINGS SPECIFIC PLAN IS MHDR (MEDIUM HIGH DENSITY RESIDENTIAL) FOR LOTS 1-33 AND MDR (MEDIUM DENSITY RESIDENTIAL) FOR LOTS 34-170.
- THE NUMBER OF RESIDENTIAL LOTS FOR THIS SUBDIVISION IS 2. THE OVERALL DENSITY OF THIS SUBDIVISION IS 3.5 RESIDENCES PER ACRE.
- THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 0.0 MILES.
- THE MINIMUM ALLOWABLE LOT SIZE PER MHDR IS 4,000 S.F. THE MINIMUM LOT WIDTH PER MHDR IS 40 FEET; THE MINIMUM LOT DEPTH PER MHDR IS 80 FEET.
- THE MINIMUM ALLOWABLE LOT SIZE PER MDR IS 6,000 S.F. THE MINIMUM LOT WIDTH PER MDR IS 55 FEET; THE MINIMUM LOT DEPTH PER MDR IS 90 FEET.
- THE MINIMUM LOT SIZE PROVIDED IS 6,601.1 S.F. (LOT 43)
THE MAXIMUM LOT SIZE PROVIDED IS 8,159.0 S.F. (LOT 42)
THE AVERAGE LOT SIZE PROVIDED IS 7,380 S.F.
- THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 30 FEET.
- PROPOSED MDR MINIMUM SETBACKS:
FRONT = 20 FEET (15' W/O GARAGE FACING ABUTTING STREET, MIN. 3' SETBACK DIFFERENCE W/ GARAGE ADJACENT TO EACH OTHER)
SIDE = 5' FEET (STREET SIDE = 10' FEET)
REAR = 15' FEET (MIN. 5' SHALL BE MAINTAINED FROM THE REAR PROPERTY LINE FOR A PATIO STRUCTURE THAT IS OPEN AN UNENCLOSED ON THREE SIDES, AS MEASURED TO THE STRUCTURE.
- PROPOSED MDHR MINIMUM SETBACKS:
FRONT = 20 FEET (10' W/O GARAGE FACING ABUTTING STREET, MIN. 3' SETBACK DIFFERENCE W/ GARAGE ADJACENT TO EACH OTHER)
SIDE = 5' FEET (STREET SIDE = 10' FEET)
REAR = 10' FEET (MIN. 5' SHALL BE MAINTAINED FROM THE REAR PROPERTY LINE FOR A PATIO STRUCTURE THAT IS OPEN AN UNENCLOSED ON THREE SIDES, AS MEASURED TO THE STRUCTURE)
- PARKING PROVISIONS INCLUDE FOUR ONSITE PARKING SPACES FOR EACH LOT
GARAGE (2 EA): 10
DRIVEWAY (2 EA): 10
TOTAL PROVIDED: 5 LOTS @ 4 EACH = 20 SPACES.
- SUBDIVISION AREAS:
RESIDENTIAL DEVELOPMENT AREA = 0.339 ACRES (14,760.1 S.F.)
COMMON AREA "B" = 0.234 ACRES (10,187.2 S.F.)
OPEN SPACE, DRAINAGE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE, & SIGNAGE.
- NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
- APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
- OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

CERTIFICATIONS

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

BY _____
BENJAMIN E. ZISMANN
RLS 66889
DATE _____



APPROVALS

BY _____ PE
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER
DATE _____

BY _____
MARANA PLANNING DIRECTOR
DATE _____

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

BY _____
CLERK OF THE TOWN OF MARANA
DATE _____

WASTEWATER

BY _____
MARANA WATER DIRECTOR
DATE _____

- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 Kv OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
- INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
- THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
- NOTE THAT TWO COPIES OF A STORMWATER POLLUTION PREVENTION PLAN AND REVIEW FEES MUST BE SUBMITTED TO THE TOWN FOR APPROVAL PRIOR TO ISSUANCE OF A GRADING PERMIT.
- IF AN EASEMENT WILL BE DEDICATED TO THE TOWN, A PHASE 1 ENVIRONMENTAL SITE ASSESSMENT MUST BE SUBMITTED THAT IS DATED NO MORE THAN 180 DAYS PRIOR TO DEDICATION OF THE EASEMENT.
- POTENTIAL BUYERS ARE ADVISED THAT THIS PROJECT FALLS IN AN AIRPORT INFLUENCE AREA AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY PER DOCKET 12292, PAGE 6650.
- THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. § 45-576.
- BLOCK 2 IS ADJACENT TO QUARRY ROAD. LOTS WITHIN BLOCK 2 MAY BE SUBJECT TO NOISE FROM NORMAL OPERATION AT CALPORTLAND'S RILLITO CEMENT PLANT.
- PER THE DEVELOPMENT AGREEMENT, SECTION 2.6, THE ATHLETIC FIELDS WITHIN THE PUBLIC PARK, TO BE CONSTRUCTED IN BLOCK A (RETENTION/DETENTION BASIN) AND A PORTION OF BLOCK 5, WILL BE LIGHTED IN A MANNER CONSISTENT WITH THE TOWN OF MARANA LIGHTING ORDINANCE.
- NO STRUCTURES ARE PERMITTED TO BE CONSTRUCTED WITHIN UTILITY EASEMENTS WITHIN THIS PLAT, INCLUDING BUT NOT LIMITED TO BLOCK WALLS, BUILDING STRUCTURES, AND PATIOS.

BENEFICIARY OF TRUST

D.R. HORTON, ARIZONA
3580 WEST INA ROAD, SUITE 100
TUCSON, AZ 85741

BASIS OF ELEVATION

THE BASIS OF ELEVATION FOR THIS PROJECT IS PIMA COUNTY/CITY OF TUCSON DOT GEODETIC CONTROL POINT "J03", A PK NAIL IN ASPHALT IN LAMBERT LANE, EAST OF PORTLAND AVENUE, SAID ELEVATION BEING 2084.52 (NAVDS8).

BASIS OF BEARINGS

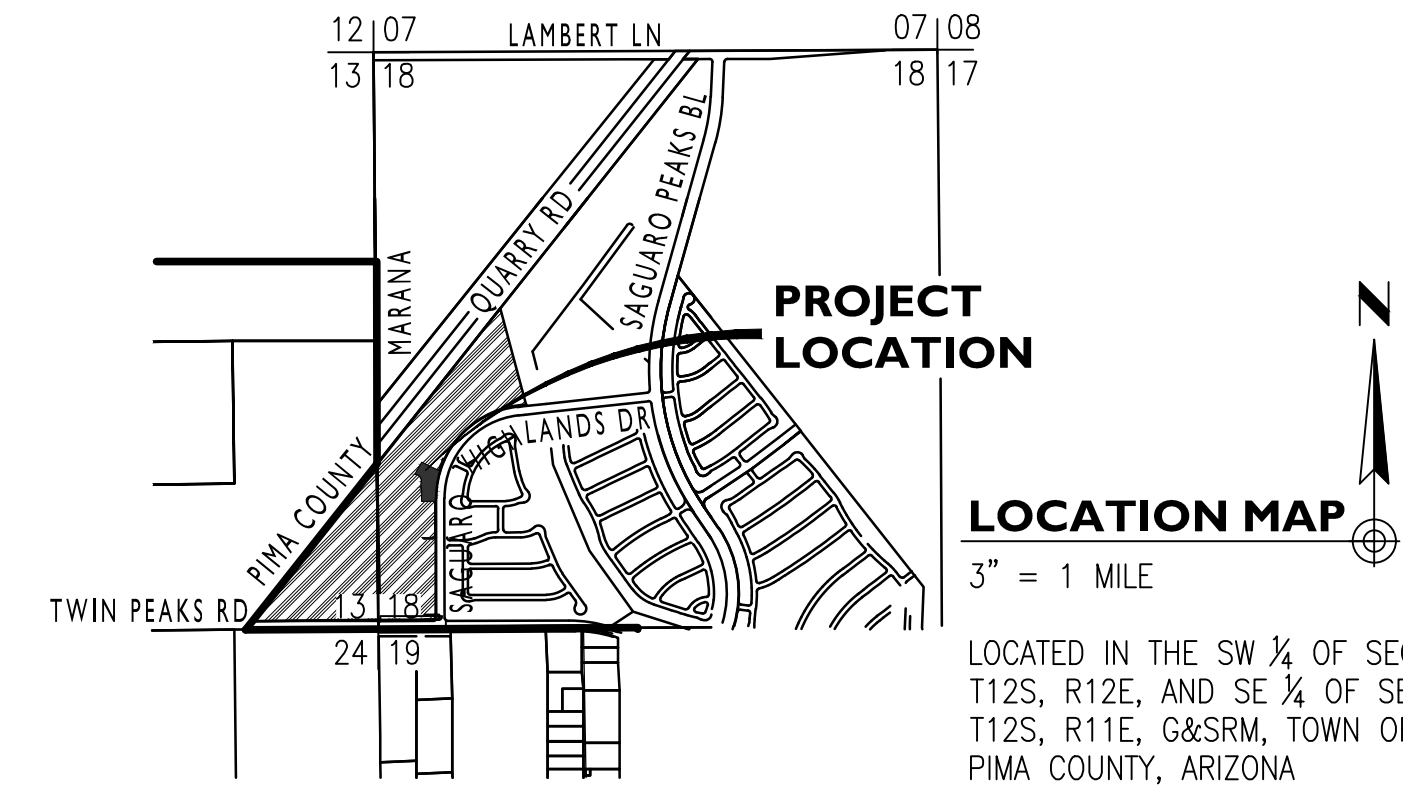
THE BASIS OF BEARINGS FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF SAGUARO SPRINGS, BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 AND A AND B, AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23, SAID BEARING BEING N89°47'51"E.

ABBREVIATIONS

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

LEGEND

EXISTING		PROPOSED
_____	PROJECT BOUNDARY	=====
_____	RIGHT-OF-WAY CENTERLINE	_____
_____	RIGHT-OF-WAY	_____
_____	PROPERTY	=====
_____	EASEMENT	-----
_____	NO ACCESS ESMT	=====
_____	100 YEAR FLOOD PLAIN	
_____	EROSION HAZARD SETBACK	
_____	LAND USE BOUNDARY	=====
_____	SURVEY MONUMENT AS NOTED	_____
_____	SET BRASS CAP SURVEY MONUMENT	_____
_____	TO BE SET 1/2" REBAR	_____
_____	ACCESS CONTROL POINT	_____
_____	MATCHLINE	=====



LOCATED IN THE SW ¼ OF SECTION 18, T12S, R12E, AND SE ¼ OF SECTION 13, T12S, R11E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET INDEX

1	FP01	COVER & NOTES
2	FP02	BOUNDARY & INDEX
3-4	FP03-FP04	PLAN VIEW

REF: PCZ-04093, PRV-9955, PRV1708-001, PRV1801-001

PRV1906-002



8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

Re-Plat for
Saguaro Bloom Block 2
Lots 42 & 43

A Re-Plat of a Portion of Saguaro Bloom Block 2 Lots 1-170, Amenity Building Site, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage), as recorded in Sequence No. 20181100149, being a portion of the Southeast ¼ of Section 13, T12S, R11E & the Southwest ¼ of Section 18, T12S, R12E, G&SRM Town of Marana, Pima County, Arizona

EPS Project No. 16-042.4

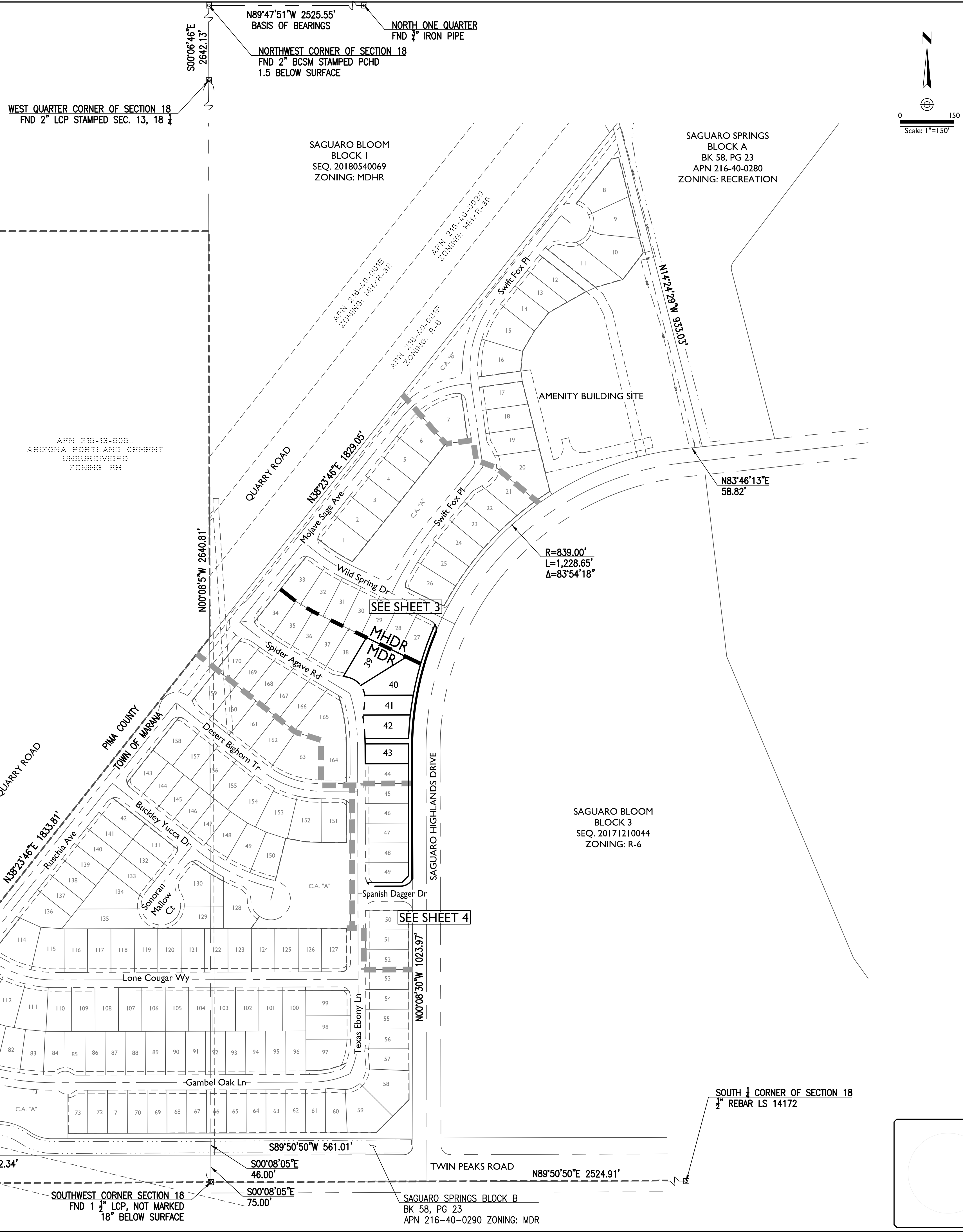
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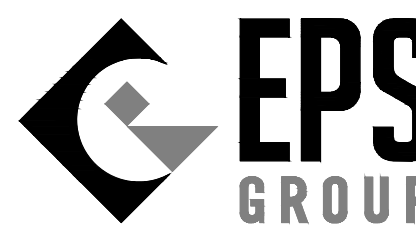
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FP01

Sheet No.
1
of 4

Jan 29, 2020 9:45am U:\Projects\2016\16-042.4\Civil\CADD\Plans\FP_Amendment\16-042.4-FP02_A1.dwg
thermh





8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T: 520.408.1400 | F: 520.408.1403
www.epsgruoinc.com

REF: PCZ-04093, PRV-9955, PRV1708-001, PRV1801-001

Re-Plat for
**Saguaro Bloom Block 2
Lots 42 & 43**

A Re-Plat of a Portion of Saguaro Bloom Block 2 Lots 1-170, Amenity Building Site, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage), as recorded in Sequence No. 20181100149, being a portion of the Southeast 1/4 of Section 13, T12S, R11E & the Southwest 1/4 of Section 18, T12S, R12E, G&SRM Town of Marana, Pima County, Arizona

EPS Project No. 16-042.4

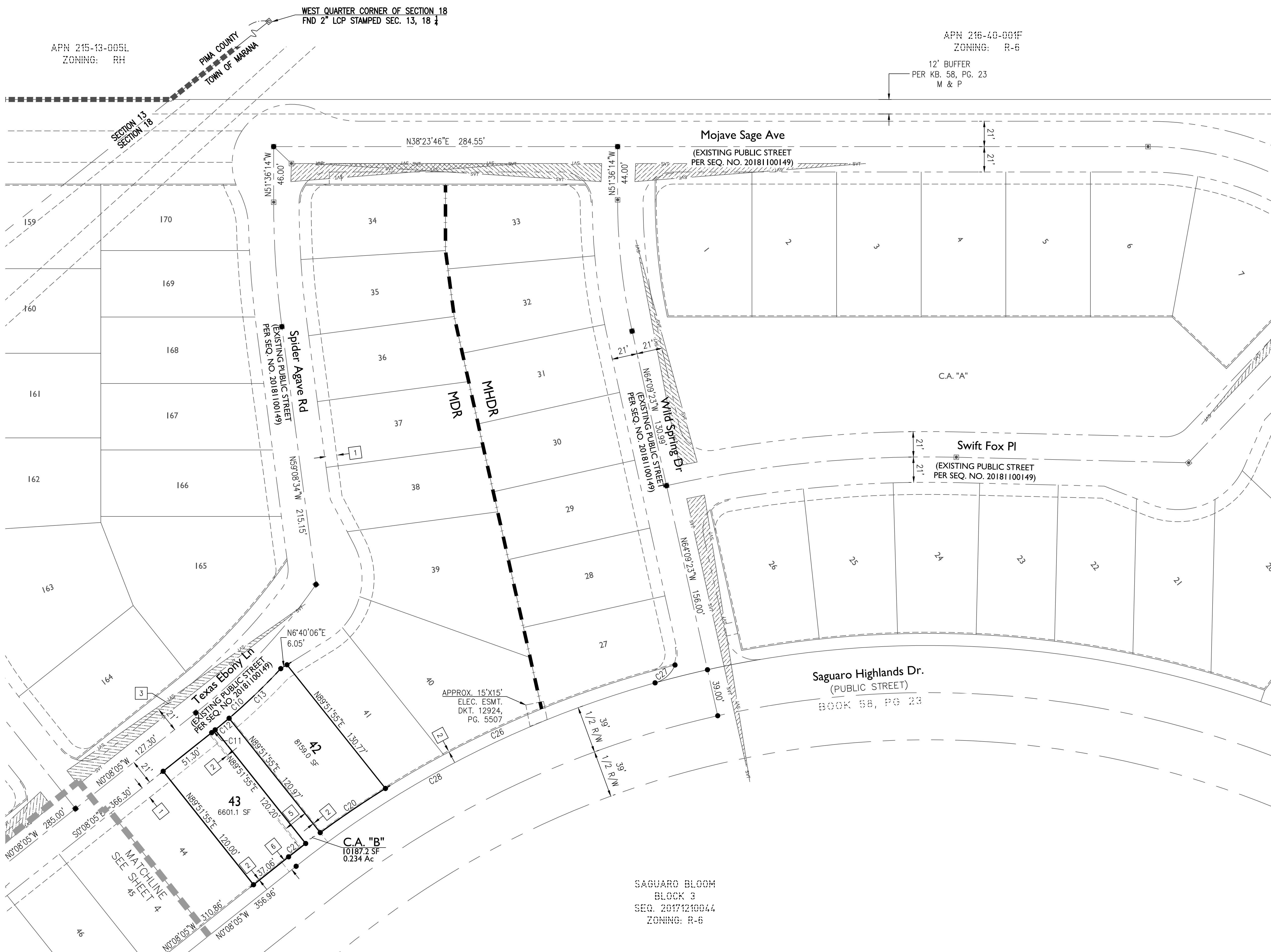
PRV1906-002

Scale: 1" = 150'
Contour Interval:

FP02

Sheet No.
2
of 4

Jan 29, 2020 9:45am U:\Projects\2016\16-042.4\Civil\CADD\Plans\FP03_A1.dwg
thermmh



Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C10	77.98'	521.00'	8°34'32"	39.06'
C11	3.70'	521.00'	0°24'25"	1.85'
C12	15.00'	521.00'	1°39'00"	7.50'
C13	59.27'	521.00'	6°31'07"	29.67'
C20	65.21'	849.00'	4°24'03"	32.62'
C21	17.94'	849.00'	1°12'38"	8.97'
C26	261.39'	849.00'	17°38'25"	131.74'
C27	22.89'	25.00'	52°27'51"	12.32'
C28	335.72'	839.00'	22°55'35"	170.13'

- KEYNOTES:**
- 1 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
 - 2 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
 - 3 SIGHT VISIBILITY TRIANGLE
 - 4 10' X 10' ELECTRIC EASEMENT
 - 5 20' WATER EASEMENT BY THIS PLAT, SHEET 4
 - 6 10' WATER EASEMENT BY THIS PLAT, SHEET 4



8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T: 520.408.1400 | F: 520.408.1403
www.epsgroupinc.com

REF: PCZ-04093, PRV-9955, PRV1708-001, PRV1801-001

Re-Plat for
Saguaro Bloom Block 2
Lots 42 & 43

A Re-Plat of a Portion of Saguaro Bloom Block 2 Lots 1-170, Amenity Building Site, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage), as recorded in Sequence No. 20181100149, being a portion of the Southeast 1/4 of Section 13, T12S, R11E & the Southwest 1/4 of Section 18, T12S, R12E, G&SRM Town of Marana, Pima County, Arizona

EPS Project No. 16-042.4

Date: 12/11/19

PRV1906-002

Scale: 1" = 40'
Contour Interval:

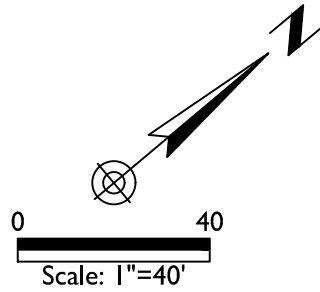
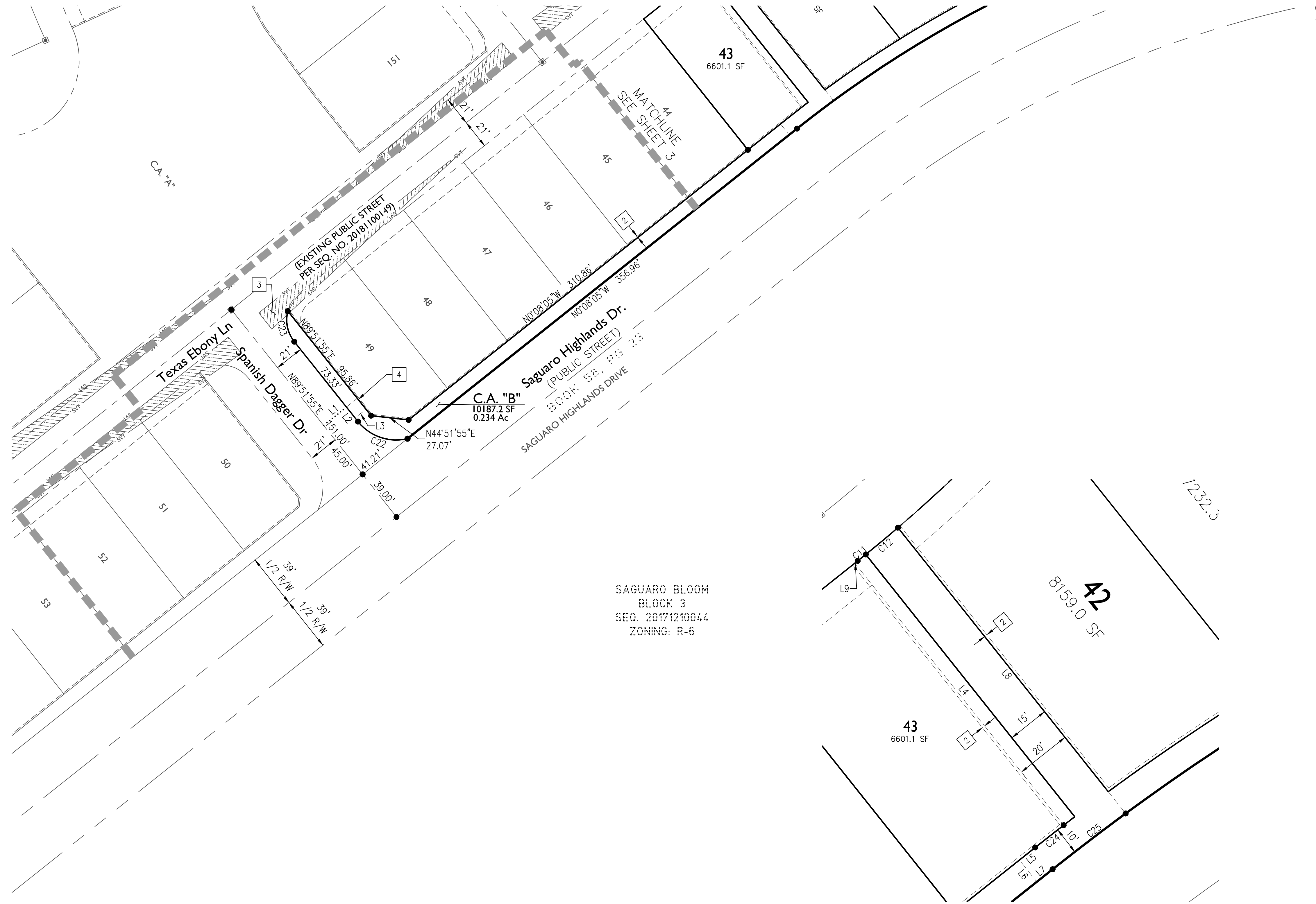
FP03

Sheet No.

3
of 4

SEQUENCE NUMBER

Jan 29, 2020 9:46am U:\Projects\2016\16-042.4\Civil\CADD\Plans\FP_Amendment\16-042.4-FP04-A1.dwg thermah



Line Table		
LINE	BEARING	LENGTH
L1	S0°08'05"E	21.00'
L2	S89°51'55"W	10.00'
L3	N0°08'05"W	10.00'
L4	N89°51'55"E	120.10'
L5	S0°08'05"E	7.22'
L6	N89°51'55"E	10.00'
L7	N0°08'05"W	7.22'
L8	S89°51'55"W	130.98'
L9	S0°08'05"E	1.30'

Curve Table				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C11	3.70'	521.00'	0°24'25"	1.85'
C12	15.00'	521.00'	1°39'00"	7.50'
C22	39.59'	35.00'	64°48'54"	22.22'
C23	23.18'	25.00'	53°07'48"	12.50'
C24	12.94'	849.00'	0°52'23"	6.47'
C25	32.94'	839.00'	2°14'59"	16.47'

WATER EASEMENT BOUNDARY
H: 1"=20'

KEYNOTES:

- 1
- 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
- 2
- 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
- 3
- SIGHT VISIBILITY TRIANGLE
- 4
- 10' X 10' ELECTRIC EASEMENT
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- 20' WATER EASEMENT BY THIS PLAT, SHEET 4
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EPS Project No. 16-042.4

PRV1906-002

Scale: 1" = 40'
Contour Interval:

FP04

Sheet No.
**4
of 4**

Date: 12/11/19



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Saguaro Bloom Block 2 - Amended Final Plat

Description of Project: Residential Subdivision

Number of Lots: 170

Parcel No.(s): 216-40-0015O, 215-13-005K

Gross Area (Acres): 54.35

Project Address: 9395 W. Lambert Ln

Ref. Project No.: PRV1708-001, PRV1801-001

CONTACT INFORMATION

Owner: DR Horton

Contact Name: Brent Davis

Address: 3580 West Ina Road, Suite 100

City: Tucson

State: AZ

Zip: 85741

Email: btddavis@drhorton.com

Phone No.: (520) 790-6005

Applicant: EPS Group

Contact Name: Francis Hemmah

Address: 8710 N. Thornydale Road, Suite 140

City: Tucson

State: AZ

Zip: 85742

Email: francis.hemmah@epsgroupinc.com

Phone No.: (520) 408-1400

Consultant/Engineer: EPS Group

Contact Name: Francis Hemmah

Address: 8710 N. Thornydale Road, Suite 140

City: Tucson

State: AZ

Zip: 85742

Email: francis.hemmah@epsgroupinc.com

Phone No.: (520) 408-1400

OWNER/APPLICANT AUTHORIZATION

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

Francis Hemmah

Francis Hemmah

Digitally signed by Francis Hemmah
DN: cn=Francis Hemmah, o=EPS Group, Inc., ou,
email=francis.hemmah@epsgroupinc.com, c=US
Date: 2019.06.20 14:07:50 -0700

6/20/2019

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. _____

Date Received _____



Council-Regular Meeting

C6

Meeting Date: 02/18/2020

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-014: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2019-2020 Community Development Block Grant Program (Lisa Shafer)

Discussion:

On November 19, 2019 the Town Council adopted Resolution 2019-117, authorizing the Mayor to execute Amendment 1 to the intergovernmental agreement (IGA) between Pima County and the Town of Marana for the management and implementation of the 2019-2020 Community Development Block Grant Program. In January 2020, when the funding became available through HUD and the amendment was sent for the appropriate County signatures, it was determined that the amendment that was originally sent to the Town for acceptance was not appropriate and a complete new IGA was needed for the upcoming grant cycle. The attached agreement is essentially the same agreement as the previously approved agreement and amendments, but a much cleaner way of handling the new grant funding. This is staff's desired way of handling the grant funding each fiscal year.

Pima County awarded the Town of Marana \$60,000 from the 2019-2020 Community Development Block Grant Program. The grant provided funding for Administration (\$13,000), Colonia Clean-up (\$10,000), Emergency Home Repair (\$18,500) and Owner Occupied Housing Rehabilitation (\$18,500).

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Yes

Amount: \$60,000

This funding does not require any match or leveraged funding. All services will be provided with direct cost reimbursement.

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2019-2020 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2020-014, approving and authorizing the Mayor to execute the intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2019-2020 Community Development Block Grant Program.

Attachments

Resolution No. 2020.014

IGA

MARANA RESOLUTION NO. 2020-014

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS the Town of Marana recognizes the need to provide safe affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS on October 16, 2018 Council approved Resolution 2018-099 authorizing an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2018-2019 CDBG program; and

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2019-2020 federal fiscal year; and

WHEREAS the Town of Marana has been selected as a sub-grantee through Pima County's proposal process; and

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

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to approve this intergovernmental agreement between Pima County and the Town of Marana for management and implementation of the 2019-2020 Community Development Block Grant Program.

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Pima County Community Development and Neighborhood Conservation Department

Program: Management and Implementation of the Community Development Block Grant (CDBG) Program

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

Amount: \$60,000.00

Contract No.: CT-CD-20-215

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

Contract Term: October 1, 2019 through September 30, 2020

DUNS No.: 098034143

Research or Development: ☐ Yes ☒ No

Federal Contract No.: B-19-UC-04-0502

Required Match: ☐ Yes ☒ No **Match Amount:**

Indirect Cost Rate: ☐ Federal ☐ NICR ☐ de minimis ☒ None

Status of Contractor: ☒ Subrecipient ☐ Contractor

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant - Entitlement Communities (CDBG)	FY19 \$3,365,000,000.00	FY19 \$2,945,544.00

GRANT FUNDING AGREEMENT**1.0 PARTIES, BACKGROUND AND PURPOSE**

1.1 This Intergovernmental Agreement is entered into by and between Pima County (“County”), a body politic and corporate of the State of Arizona and the Town of Marana (“Subrecipient”), a municipal corporation in the State of Arizona.

1.2 Authority.

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

1.2.2 Subrecipient is authorized by A.R.S. § 9-500.11 to expend public monies for and in connection with economic development activities.

1.2.3 County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

1.2.4 County applied for and received Community Development Block Grant (“CDBG”) funds in the amount of \$2,945,544.00 in from the U.S. Department of Housing and Urban Development (“HUD”), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).

1.3 Solicitation and Response.

- 1.3.1 Under solicitation number CDNC-10-15-18-CDBG-ESG (“the 2019-2020 Community Planning Application”), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year (“FY”) 2019-2020.
- 1.3.2 Subrecipient submitted response to the 2019-2020 Community Planning Application.
- 1.3.3 County has determined that the services or activities proposed in Subrecipient’s response to the Community Planning Application are eligible for CDBG funding and in the best interests of the residents of Pima County.

1.4 Background and Purpose. On May 7, 2019 the Pima County Board of Supervisors:

- 1.4.1 Authorized inclusion of Subrecipient’s proposal for use of CDBG funds in the 2019-2020 Annual Action Plan that County submitted to HUD to obtain the FY 2019-2020 CDBG funds.
- 1.4.2 Passed Resolution No. 2019-31 approving the allocation of \$60,000.00 of FY 2019-2020 CDBG funds to Subrecipient.
- 1.4.3 HUD did not approve the final funding for this Agreement until recently, but has approved expenditures of the CDBG funds beginning in 2019.

2.0 **TERM, EXTENSIONS AND AMENDMENTS**

- 2.1 Original Term. This Agreement will commence on October 1, 2019 and will terminate on September 30, 2020 (the “Initial Term”). “Term,” when used in this Agreement, means the Initial Term plus any exercised Extension Options.
- 2.2 Extension Options. County may renew this Agreement for up to a total of five (5) years to coincide with the term of the County’s Consolidated Plan submitted to HUD (an “Extension Option”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 2.3 The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendment to the Agreement must be approved by the County before any services under the amendment commences.
- 2.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.
- 2.5 Notwithstanding paragraph 2.1 and 2.2 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

3.0 **SCOPE OF SERVICES**

3.1 Subrecipient will:

- 3.1.1 Provide the County with the services described in the attached **Exhibit A**.
- 3.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.
- 3.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards.

- 3.1.4 Unless otherwise provided for herein, the personnel delivering services pursuant to this Agreement will:
 - 3.1.4.1 Be employees or volunteers of the Subrecipient;
 - 3.1.4.2 Satisfy any qualifications set forth in this Agreement; and
 - 3.1.4.3 Be covered by personnel policies and practices of Subrecipient.
- 3.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement
- 3.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.
- 3.1.7 Undertake the same obligations to the County, as County does to HUD pursuant to the 2019-2020 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.
- 3.2 Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.
- 3.3 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

4.0 MONITORING AND EVALUATION

- 4.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:
 - 4.1.1 Making adequate and acceptable progress in the provision of services;
 - 4.1.2 Maintaining adequate and acceptable systems to document services and expenditures; and
 - 4.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available.
- 4.2 Subrecipient must cooperate in the monitoring and evaluation process by County and/or HUD.
- 4.3 Subrecipient must assist County in providing reports and documentation to HUD related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community.
- 4.4 If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.
- 4.5 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the HUD and the Comptroller of the United States, will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement.

5.0 COMPENSATION AND PAYMENT

- 5.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Subrecipient up to **\$60,000.00** ("the Maximum Allocated Amount").

- 5.2 Payment will be made from CDBG Grant(s) County has been awarded from HUD (“the awarding agency”) as follows:

CDBG Grant Year	Contract Year	Maximum Allocated Amount
FY 2019-2020	2019-2020	\$60,000.00
TOTAL		\$60,000.00

- 5.3 Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.
- 5.4 Pursuant to the agreement between HUD and County (Pima County Contract No. B-19-UC-04-0502) and the Pima County Board of Supervisors’ approval of this allocation of CDBG funds to Subrecipient on May 7, 2019, **Subrecipient may be reimbursed costs associated with this Agreement as follows:**
- 5.4.1 **For eligible activities from and after October 1, 2019; and**
- 5.4.2 **For administrative costs incurred from and after July 1, 2019.**
- 5.5 Subrecipient **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Agreement Month	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

- 5.6 Each monthly request for reimbursement must:
- 5.6.1 Reference this Agreement number.
- 5.6.2 Be approved and signed by both the person (s) that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.
- 5.6.3 Be for services and costs as identified in **Exhibit A**.
- 5.6.4 Include the amount of:
- 5.6.4.1 CDBG accrued expenditures, if any;
- 5.6.4.2 Program income, as defined by the awarding agency; and
- 5.6.4.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 5.6.5 Be accompanied by documentation which must include, but is not limited to:
- 5.6.5.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.
- 5.6.5.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.
- 5.6.5.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.
- 5.6.5.4 Any other documentation requested by County.

- 5.6.6 Be accompanied by a hardcopy, with original signatures, of the Financial Status Report and Request for Funds. County will provide Subrecipient with a form similar to that attached hereto as **Exhibit B** upon execution of this Agreement.
- 5.6.7 If reimbursement is authorized for personnel costs, the monthly request for reimbursement must include, the following documentation for each pay period:
- 5.6.7.1 Time sheets or other records, signed by the employee and the employee's immediate supervisor with direct knowledge of employee's efforts for this Agreement, that specify the days, hours per day and total hours worked on the grant; and
- 5.6.7.2 Accounting system report(s) specifying rate of pay and costs of employer paid benefits.
- 5.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in paragraph 5.6 for the matching funds.
- 5.8 **Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 5.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.
- 5.10 County may, at its sole discretion:
- 5.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.
- 5.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
- 5.10.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in paragraph 5.5. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 5.10.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Denial date
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**

- 5.11 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.
- 5.12 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred must be submitted to the County within **15 working days after the end of the Agreement term.** The request must meet the requirements set forth in paragraph 5.6 and include a report summarizing Subrecipient's performance during the term of the Agreement.

5.13 **No payments will be made to Subrecipient, until all of the following conditions are met:**

5.13.1 Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;

5.13.2 Subrecipient has registered as a Pima County Vendor at the following web address -- <https://secure.pima.gov/procurement/vramp/login.aspx>;

5.13.3 This Agreement is fully executed; and

5.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.

5.14 Changes between budget line items. Changes between budget line items of no more than 15% may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation ("CDNC") or designee. The following provisions apply:

5.14.1 The change may not increase or decrease the maximum allocated amount.

5.14.2 Subrecipient must submit a written request for the line item change on or before May 15 of the contract year. The written request must contain a detailed explanation of:

5.14.2.1 The reason the change is necessary; and

5.14.2.2 How the specified purpose, program(s), metrics, or outcomes set forth in this Agreement will continue to be met, despite the requested change.

5.14.3 The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by Subrecipient prior to the approval of the written request for a budget line item change.

5.14.4 If the Director of CDNC or designee approves the request for the budget line item change, **the change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval.**

5.15 Any change that increases or decreases the maximum allocate amount or that changes the Scope of Work in any way will require a contract amendment. **Such change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**

5.16 Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization as set forth in paragraphs 5.14 and 5.15 above will be at Subrecipient's own risk.

5.17 Disallowed Charges or Cost principles.

5.17.1 Pursuant to 2 CFR §2400.101, unless excepted under 24 CFR chapters I through IX, the cost principles set forth in 2 CFR part 200, Subpart E, as may be modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.

5.17.2 **Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.**

5.18 For the period of record retention required under Section 21.0 -- Books and Records, County reserves the right to question any payment made under this Section 5.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

6.0 PROGRAM INCOME

6.1 County does not anticipate that program income, as defined by the awarding agency, will be generated under the activities of this Agreement.

- 6.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:
- 6.2.1 Report to County all program income, as defined at 24 CFR § 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.
- 6.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

7.0 INSURANCE

- 7.1 Subrecipient and County will maintain commercial general liability – occurrence form, automobile liability, and worker’s compensation and employer’s liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.
- 7.2 For purposes of Workers’ Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed an employee of both parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers’ Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

8.0 INDEMNIFICATION

- 8.1 Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.
- 8.2 Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement

9.0 COMPLIANCE WITH LAWS

- 9.1 Compliance with Laws; Changes. Subrecipient will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 9.2 Licensing. Subrecipient warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.
- 9.3 Choice of Law; Venue. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 9.4 Compliance with 24 CFR 570. Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:
- 9.4.1 County’s environmental responsibilities described in 24 CFR 570.604; and
- 9.4.2 County’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

- 9.5 Use of CDBG Funds. Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
- 9.5.1 Political activities;
 - 9.5.2 Inherently religious activities;
 - 9.5.3 Lobbying to influence the outcome of any election or the award of any federal contract, grant, loan or cooperative agreement (see Federal Standard Form LLL, "Disclosure of Lobbying Activities");;
 - 9.5.4 Political patronage; or
 - 9.5.5 Nepotism activities.
- 9.6 Compliance with Federal Law, Rules and Regulations. Subrecipient will comply with the applicable provisions of:
- 9.6.1 Davis-Bacon Act (Public Law 107-217), as amended;
 - 9.6.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);
 - 9.6.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq.*);
 - 9.6.4 Section 3 of the HUD Act of 1968 as amended; and
 - 9.6.5 All rules and regulations applicable to the Acts set forth above.
- 9.7 Cooperation. Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

10.0 INDEPENDENT CONTRACTOR

- 10.1 Subrecipient is an independent contractor. Neither Subrecipient nor any of Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System.
- 10.2 Subrecipient is responsible for paying all federal, state and local taxes on the compensation by Subrecipient under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes.
- 10.3 Subrecipient will be solely responsible for its program development, operation, and performance.

11.0 SUBCONTRACTOR

- 11.1 Except as provided in paragraph 11.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.
- 11.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.
- 11.3 Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11.4 Subrecipient must include the provision set forth in paragraph 4.5 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any

disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

12.0 ASSIGNMENT

Subrecipient cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

13.0 NON-DISCRIMINATION

13.1 Subrecipient will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors.

13.2 During the performance of this Agreement, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.3 Unless exempt under federal law, Subrecipient will comply with:

13.3.1 Titles VI and VII of the Civil Rights Act of 1964 as amended;

13.3.2 The Age Discrimination in Employment Act;

13.3.3 Section 504 of the Rehabilitation Act of 1973, as amended; and

13.3.4 The requirements of the Fair Labor Standards Act of 1938, as amended.

14.0 AMERICANS WITH DISABILITIES ACT

Subrecipient will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Subrecipient is carrying out a government program or services on behalf of County, then Subrecipient will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

15.0 AUTHORITY TO CONTRACT

Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.

16.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

17.0 CANCELLATION FOR CONFLICT OF INTEREST

17.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

- 17.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR §§ 84.42 and 570.611.

18.0 TERMINATION AND SUSPENSION

- 18.1 Without Cause: County may terminate this Agreement at any time, without cause, by serving a written notice upon Subrecipient at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.
- 18.2 With Cause: Except as set forth in paragraph 4.4, County may terminate this Agreement at any time without advance notice and without further obligation to County finds Subrecipient to be in default of any provision of this Agreement.
- 18.3 Insufficient Funds: Notwithstanding Paragraphs 18.1 and 18.2 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 18.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.
- 18.5 Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

19.0 NOTICE

- 19.1 Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.
- 19.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

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

Subrecipient:

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

20.0 OTHER DOCUMENTS

- 20.1 In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to the 2019-2020 Community Planning Application including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its response to said Solicitation.
- 20.2 The documents set forth in Paragraph 20.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

21.0 BOOKS AND RECORDS

- 21.1 Subrecipient will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:
- 21.1.1 A full description of each action or activity taken to comply with this Agreement;
 - 21.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;
 - 21.1.3 Eligibility documentation and determination;
 - 21.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;
 - 21.1.5 Disbursements of funds;
 - 21.1.6 Financial records required under 24 CFR § 570.502 and 24 CFR §§ 84.21 – 28; and
 - 21.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.
- 21.2 Subrecipient must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

22.0 AUDIT REQUIREMENTS

- 22.1 Subrecipient will:
- 22.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).
 - 22.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement.** The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
 - 22.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

- 22.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
- 22.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
- 22.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 22.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.
- 22.1.7 Pay all costs for any audit required or requested pursuant to this Section 22.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

22.2 Subrecipient status:

- 22.2.1 If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."
- 22.2.2 If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

22.3 Subrecipient must timely submit the required or requested audit(s) to:

Dewey Cooper, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

23.0 COPYRIGHT

Neither Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

24.0 PROPERTY OF THE COUNTY

- 24.1 Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.
- 24.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

25.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

26.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

27.0 PUBLIC RECORDS

- 27.1 Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. § Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 27.2 Records Marked Confidential; Notice and Protective Order.
- 27.2.1 If Subrecipient reasonably believes that some of the records described in paragraph 27.1 above contain proprietary, trade-secret or otherwise-confidential information, Subrecipient must prominently mark those records "CONFIDENTIAL."
- 27.2.2 In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify Subrecipient of the request as soon as reasonably possible.
- 27.2.3 County will release the records ten (10) business days after the date of notice provided pursuant to paragraph 27.2.2, unless Subrecipient has, within that period, secured an appropriate order from an Arizona court of competent jurisdiction, enjoining the release of the records.
- 27.2.4 County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

28.0 ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

29.0 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 County and any Court employees, or between Court and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

30.0 REMEDIES

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

31.0 SEVERABILITY

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

32.0 NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of 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 the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

33.0 ENTIRE AGREEMENT

33.1 This document constitutes the entire agreement between the parties pertaining to the subject it addresses and supersedes all prior or contemporaneous agreements and understandings, oral or written.

33.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Contract will affect or modify any of the terms or obligations contained in any documents comprising this Contract. Any such verbal agreements are unofficial information and in no way binding upon County.

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

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY

TOWN OF MARANA

Chairman, Board of Supervisors

Mayor, Town of Marana

Date: _____

Date: _____

ATTEST:

ATTEST:

Clerk of the Board Date

Town Clerk Date

APPROVED AS TO CONTENT:

Interim Director, Community Development &
Neighborhood Conservation

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

PIMA COUNTY

TOWN OF MARANA

Karen S. Friar, Deputy County Attorney

Frank Cassidy, Town Attorney

EXHIBIT A
SCOPE OF WORK

1. Program Title:

Management and Implementation of the Town of Marana Community Development Block Grant Program (“the CDBG Program”).

2. Program Purpose:

The Program will provide the following eligible CDBG activities for income-qualified persons and households in Marana, Arizona:

- 2.1. Program Administration;
- 2.2. Colonia Neighborhood Cleanup, public service activities;
- 2.3. Emergency Home Repair and Owner-Occupied Housing Rehabilitation.

3. Program Activities:

- 3.1. Program Administration. Subrecipient will provide eligible, general CDBG program administration functions and activities for the management and implementation of the CDBG program to the extent allowed under 24 CFR 570.206.
- 3.2. Colonia Neighborhood Cleanup. Subrecipient will provide eligible, CDBG public service, crime prevention and public safety activities as allowable per 24 CFR 570.201(e). Activities may include, but are not limited to:
 - 3.2.1. Select and identify neighborhoods where cleanup activities will take place. For each area selected:
 - 3.2.1.1. Reach out to community representatives and groups to identify specific community cleanup needs;
 - 3.2.1.2. Complete a thorough needs assessment for each suggested community cleanup activity;
 - 3.2.1.3. Organize and hold or attend established community meetings to organize and plan Cleanups as appropriate;
 - 3.2.1.4. Conduct activities; and
 - 3.2.1.5. Provide addressing for homes as needed.
 - 3.2.2. Procure, by competitive bidding and quotes, required materials, supplies and services to conduct the community cleanup activities, including, but not limited to:
 - 3.2.2.1. Roll-off dumpsters;
 - 3.2.2.2. Heavy equipment rental or operations costs, e.g. backhoes, front loaders, skid steers, and augers;
 - 3.2.2.3. Trailers;
 - 3.2.2.4. Safety equipment for workers and volunteers;
 - 3.2.2.5. Hand and power tools;
 - 3.2.2.6. T-shirts; and
 - 3.2.2.7. Marketing flyers and posters promoting the project.

- 3.2.3. Purchase and plant trees and vegetation from the Pima County Nursery, if available. If Nursery plants are unavailable or the County Nursery does not have the appropriate plants; procure trees and vegetation from local providers by competitive bidding and quotes.
- 3.3. Emergency Home Repair & Owner Occupied Housing Rehabilitation. Subrecipient will provide CDBG housing activities, as allowable per 24 CFR 570.202, as follows:
- 3.3.1. Rank eligible applicants based on severity of health and safety issues in the home. Give priority to applicants most in need with special consideration given to households with elderly and/or disabled persons and with children 6 years of age and younger.
 - 3.3.2. Complete an Environmental Review Record (ERR) for each home which is scheduled to be modified and secure County's Environmental Officer Clearance prior to committing funds and carrying out work.
 - 3.3.3. Prepare written scope of work of home repairs, adaptive construction, and safety hardware work to be completed.
 - 3.3.4. For projects on homes built prior to 1978, comply with HUD's Lead Safe Housing Rule (24 CFR Part 35), including, but not limited to:
 - 3.3.4.1. Providing household occupants with the U.S. Environmental Protection Agency's "The Lead-Safe Certified Guide to Renovate Right," brochure available at: <www.cpsc.gov/s3fs-public/renovateright.pdf>.
 - 3.3.4.2. Securing a signed disclosure from applicant seeking assistance confirming that they have received a copy of the brochure detailed in 3.3.4.1.
 - 3.3.4.3. Obtaining a copy of the certificate from agency staff or contractors that demonstrates their familiarity with EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) (40 CFR Part 745, Subpart E) training on lead safe work practices.
 - 3.3.4.4. Conducting a visual inspection of the property for chipping, peeling or cracking paint.
 - 3.3.4.5. Informing Pima County if the repair work will disturb more than two square feet of painted surface per room and conduct the following lead remediation activities:
 - 3.3.4.5.1. Testing for lead.
 - 3.3.4.5.2. Mitigate lead, if applicable, through the use of interim controls and other lead safe work practices.
 - 3.3.4.5.3. Secure signed form from the occupant acknowledging they understand the lead identification and work that will be completed to eliminate the risk.
 - 3.3.5. Obtain all necessary permits, if required.
 - 3.3.6. Create a file for each applicant and retain for 4 years:
 - 3.3.6.1. Copies of all agreements and authorizations obtained from applicant;
 - 3.3.6.2. Records of disbursements made for work approved and completed;
 - 3.3.6.3. Copies of onsite inspections by rehabilitation specialists, approvals of rehabilitation work, and the final inspection;

- 3.3.6.4. Completed ERR; and
- 3.3.6.5. Signed lead disclosure forms, contractor(s) certifications, and occupant acknowledgements as applicable under 3.3.4.
- 3.3.7. Procure, by competitive quotes:
 - 3.3.7.1. Eligible professional and outside services, as needed; and
 - 3.3.7.2. Materials and supplies for emergency home repair, adaptive construction, and safety hardware including, but not limited to:
 - 3.3.7.2.1. Plumbing;
 - 3.3.7.2.2. Heating and cooling;
 - 3.3.7.2.3. Electrical;
 - 3.3.7.2.4. Flooring;
 - 3.3.7.2.5. Exterior (roofing, windows, doors,);
 - 3.3.7.2.6. Accessibility/Safety hardware; and
 - 3.3.7.2.7. Lead renovation, repair and painting
- 3.3.8. Verify eligibility of applicants. Each household receiving assistance under this program must meet all of the following criteria:
 - 3.3.8.1. Be owner-occupant of a site built or legally affixed manufactured home;
 - 3.3.8.2. Have and provide a copy of recorded Property Deed to show evidence of property ownership, or provide a copy of the recorded Affidavit of Affixture, if the property is a manufactured home;
 - 3.3.8.3. Have a household income at or below 80% Area Median Income (AMI);
 - 3.3.8.4. Live in Town of Marana or surrounding incorporated communities in Pima County.
 - 3.3.8.5. Have proof of flood insurance if the home is located in a Federal Emergency Management Agency Special Flood Hazard Area.
- 3.3.9. Accept and prioritize referrals from Pima County Community Development and Conservation Department.

4. Project goal/predicted outcomes:

- 4.1. Goal: Create viable communities that meet the needs of low- and moderate-income individuals and households through CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities.
- 4.2. Predicted outcome: Individuals and households will have new or improved access to public services; facilities and receive critical home repair services.

5. Public benefit – CDBG National Objective and Eligible Activity:

Upon completion, the Town of Marana CDBG Program will meet the HUD CDBG National Objective to assist low- and moderate-income persons and households.

6. Metrics available to measure performance: At a minimum:

- 6.1. Fourteen (14) neighborhood cleanups will be conducted in Colonia communities; and
- 6.2. Four (4) low- to moderate-income households will receive emergency home repair or owner-occupied housing rehabilitation to that address livability, safety, and accessibility needs.

7. Reports:

7.1. Subrecipient will provide quarterly reports to County for submission to HUD on County's web-based application system at www.zoomgrants.com. The reports must include, but are not limited to, the following:

7.1.1. An accomplishment narrative describing program successes and challenges;

7.1.2. Number of persons benefiting from public facility improvement(s);

7.1.3. Number of emergency home repair and owner-occupied housing rehabilitation activities conducted including but not limit to the follow information as applicable:

7.1.3.1. Physical address of each housing unit assisted.

7.1.3.2. Household income calculated and identified by appropriate cohort per household as follows:

7.1.3.2.1. Extremely Low Income, at or below 30% Area Median Income ("AMI")

7.1.3.2.2. Low Income, at or below 50% AMI

7.1.3.2.3. Moderate Income, at or below 80% AMI

7.1.3.3. Racial and Ethnic information of applicant or head of household, only.

7.1.3.4. Number of Female-headed households assisted.

7.1.3.5. Number of clients 62 years of age or older assisted.

7.1.3.6. Number of disabled clients assisted.

7.1.3.7. Lead paint requirements, as applicable, but not limited to:

7.1.3.7.1. Housing units constructed before 1978;

7.1.3.7.2. Exempt: housing units constructed 1978 or later;

7.1.3.7.3. Exempt: hard costs ≤\$5,000.00;

7.1.3.7.4. Otherwise exempt; and

7.1.3.7.5. Lead hazard remediation actions, including:

7.1.3.7.5.1. Lead Hazard Work Practices (hard costs ≤ \$5,000)

7.1.3.7.5.2. Interim Controls or Standard Practices (hard costs \$5,000 - \$25,000)

7.1.3.7.5.3. Abatement (hard costs > \$25,000)

7.1.3.8. Number of persons benefiting from neighborhood cleanup activities.

7.2. All reporting provisions will survive the termination of this Agreement.

8. Budget:

CDBG Activities	Budget
Administration	\$ 13,000.00
Colonia Neighborhood Cleanup	\$ 10,000.00
Emergency Home Repair	\$ 18,500.00
Owner Occupied Home Repair	\$ 18,500.00
Total	\$60,000.00

END OF EXHIBIT A

Marana Regular Council Meeting 02/18/2020
105082 / 00759084 / v2



Council-Regular Meeting

C7

Meeting Date: 02/18/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: February 18, 2020

Subject: Approval of the February 11, 2020 Study Session Meeting Minutes and the February 4, 2020 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

Attachments

Study Session Meeting Draft Minutes, 02/11/2020

Regular Council Meeting Summary Draft Minutes, 02/04/2020



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center on the Second Floor, February 11, 2020 at or after 6:00 PM**

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post (Arrival 6:06 PM), Council Members: Dave Bowen, Patti Comerford, Roxanne Ziegler (Excused), John Officer, and Herb Kai.**

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

APPROVAL OF AGENDA

Council Member Bowen moved and Council Member Officer second the motion approving the agenda as written. Motion passes, 6-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

P1 Relating to Annexation; discussion, consideration, and possible authorization to proceed with an annexation of property known as the Pima Farms 30 Annexation, located south of Pima Farms Road and east of Cerius Stravenue (Cynthia Ross)

Senior Planner Cynthia Ross provided an overview of this proposed project stating ACM Ventures, LLC has submitted a request to proceed with the annexation and subsequent rezoning of a 30-acre property that is located on the south side of Pima Farms Road and east of I-10. Pima County zoning for this property is Suburban Homestead (SH), Residential zoning designation with a Minimum Lot size of 36,000 sq. ft. R-36.

The project lies within the municipal planning area and is compatible for the General Plan Land Use for the area meets the congruity requirement. If the Council decides to permit staff to go forward with processing the application, the applicant will submit an application to rezone the property to a higher density residential. The processing of both the annexation application and rezoning plan will run concurrently. Final Council action on both applications will occur as two separate items during the same Council Meeting with the annexation presented first and the rezoning second. The proposed northern border boundary for the annexation is the section line for Pima Farms Road which lies south of the CMID canal ditch. Pima Farms Road right-of-way will be annexed into the town will be the portion of Pima Farms Road that directly fronts the project. Site conditions are challenging due to the aging infrastructure that currently exist as well as site constraints. Pima Farms Road and portions of Cerius Stravenue are in poor condition and the CMID ditch poses a hazard for automotive travelers. The CMID canal will not be annexed and will be required to be undergrounded by the developer.

There is an existing 200 feet of TEP easement for the transmission lines on the west side of the site; no development have been proposed for this easement. Staff advised the applicant during the annexation discussion that certain off-site infrastructural improvements would be required as conditions of the rezoning approval. The applicant agreed to all of the staff infrastructural improvements as discussed. She stated there are infrastructure impact fees that would benefit the Town across departments. The total per dwelling impact fees are approximately \$12,578; for 120 homes, the impact fees will amount to an estimate of \$1.25 million.

Town staff contact the Public Works Department relating to right-of-way maintenance and traffic improvement cost. Once this project is rezone and completed, it is estimated to be approximately \$41,000. Utilities that will serve this project includes Pima County Wastewater and TEP; Marana Water will also serve this site if annexed into the town with off-site improvements.

Ms. Ross stated staff is seeking direction from Council as the next step in this project includes the recordation of the annexation petition and collection of signatures.

Town Attorney Frank Cassidy clarified for the record the applicant's documentation indicates that they have conditional approval of a trailer home site from the County

without a timeline. Even though the density is low, they did receive a rezoning for higher density. The only condition is that the applicant would need to record a subdivision plat with the county in order to finalizing the zoning, as that is how Pima County process works. It could be translated to a similar zoning as that with the same conditions. However, there may be trouble with this even if the applicant submitted a plat to the county, there is no order to serve. The applicant may experience some problems there.

Mayor Honea stated this is the third time that this property has come before the Council. John Gutierrez brought this property to Council 15 years ago; it is a tough property. Pima Farms is entirely in the county as is Cerius Stravenue. The way this property meets boundary is contiguous beside the railroad on the south side. Even if they annex part of Pima Farms Road up to Sandy Desert, much of that road is within the county. There are horse property in that area as well. Cerius Stravenue just maybe the worst road located in Pima County. He does not see the advantage of annexing this property into the Marana community.

Council Member Kai question how the flow of water is handle on the property. He commented about the FEMA Floodplain. **Mr. Ross** deferred to **Town Engineer Keith Brann** to respond. **Mr. Brann** stated the portion of the property that parallel I-10 and the railroad, there is a ponding FEMA flood zone. It is the entire TEP easement of this property and some of the property is effected in that floodplain. The preliminary layout that he has reviewed, show the applicant trying to avoid that. They may also try to pursue a Letter of Map Revision to reduce that floodplain.

Council Member Kai asked whether the water flows beside the railroad tracks, or underneath. **Mr. Brann** stated the flooding that runs through that area is part of the Tortolita fan floodplain. If they were to annex, the applicant would be subject to Marana's policies.

Council Member Bowen inquired as to where the water source would be for this site. **Ms. Ross** deferred to **Water Director Scott Schladweiler** to reply to the question. **Mr. Schladweiler** stated Marana has infrastructure that is immediately to the north of Pima Farms Road. It is possible that off-site infrastructure improvements would be required.

Vice Mayor Post expressed curiosity over the upgrades only includes Pima Farms and not Cerius Stravenue as more travelers would access Cerius through Cortaro than Pima Farms Road. **Ms. Ross** deferred to **Public Works Director Mo El-Ali** for a reply regarding the roadway. **Mr. El-Ali** stated as far as traffic impact, staff would need to look at the traffic impact before it can look at Cerius Stravenue. **Vice Mayor Post** stated he does not believe everyone would travel near or on the Sandy Desert area. He used that route as a bypass to Cerius near the QT. **Mr. El-Ali** stated the traffic light is in that area of ingress egress.

Vice Mayor Post stated this is an opportunity to get both of those roads repaired, as he does not believe Pima County will ever repair those roads. He would like to use this particular development to try to have some of those roads repaired in that area. If we cannot get any upgrades to those streets, then it is not likely to occur. However, Marana residents does drive on those roads. **Mr. El-Ali** stated a portion of Cerius Stravenue is located with the county as well as in Marana. Additionally, a portion of Pima Farms Road is located within Pima County and Marana respectfully. It is located east of Sandy Desert and is a small portion of the road. Under the current 2018 IGA, Pima County is responsible for maintaining even Marana's portion of that roadway. In reference to the flooding concerns, this road does flood often. The county closes the roadway after every rain event.

Ms. Ross asked whether **Vice Mayor Post** would be willing to move forward if the applicant is agreeable with off-site improvements to Pima Farms Road and Cerius Stravenue. **Vice Mayor Post** stated he would be willing to consider it. However, he is not opposed to the development, as he drove by the development to get a better understanding of the property. With the development and the streets being repaired, it would be a win-win for Marana.

Council Member Officer inquired whether there would be some development on the southeast end of the road. **Ms. Ross** deferred to the consultant to the applicant Jim Portner to respond to some of the questions from Council.

Mr. Portner stated the questions that Council raised are universe in terms of the impact when looking at the possibility of annexing. There are problems there that extends far beyond the impacts of the property. The developer is already assuming the cost of the improvements to Pima Farms. As they move forward with the Town to annexation, they will look at the other extensive improvements from a cost benefit analysis standpoint. However, there is a curing capacity that a project can only take on a certain amount of debt, and still balance. They are willing to review the matter along with staff and determine a funding source through them and quasi-determining the impact fees. He is unable to provide a definitive answer to Council to make improvements to the streets in question.

Vice Mayor Post asked whether **Mr. Portner** has had conversations with the county on cost sharing of those roads. **Mr. Portner** stated he has not had those conversations with the county; however, they have other development activity in progress at this time to the east of this area not with this project, but have had conversations with county officials on those immediate projects. There are many deficiencies with those projects from a transportation and drainage standpoint. With the amount of work in this area, he believes it is possible to get a working group of officials in this area to work towards solutions with those deficiencies.

Vice Mayor Post suggested if the applicant is willing to provide solutions to those deficiencies; it is possible that the Council could be willing to consider the development; though he is speaking individually. **Mr. Portner** stated he and the applicant understand there are scope of concerns that they could take on that requires some work. The extent to which they could address all of the problems is an open question.

Mayor Honea stated **Mr. Portner** provided some answers to the concerns that Council has, that the applicant's project is not big enough to generate enough revenue to improve Cerius Stravenue or Pima Farms Road. In order to build on the property, the applicant has to improve the other roads. He does not believe the property is big enough to generate the type of funding it will take to improve the roads in that area. **Mr. Porter** stated the applicant and the Council are looking at the same concern. **Mayor Honea** suggested the applicant come back to Council with a presentation that would address the drainage, roads and transportation concerns in that area. **Mr. Portner** requested some assistance from town staff and efforts they could come back to Council with answers to Council concerns.

Council Member Bowen stated he agrees with both **Mayor Honea** and **Vice Mayor Post** regarding the size of the project verses the improvements that needs on the roads. He suggested the applicant begin the conversations with Pima County to see what infrastructure funding they are willing to commit too. If Marana takes this on and cannot later pay for it, it becomes a bigger problem for the community.

Vice Mayor Post moved and **Council Member Kai** second the motion for staff to continue to work with the applicant to come up with a solution to get the infrastructure streets to be redone before the annexation comes to Council again. Motion passes 5-0, 1 Nay (**Council Member Comerford**).

P2 Relating to Development; presentation of the 2019 Town of Marana Development Activity Annual Report (**Anita McNamara**)

Development Services Director Jason Angell provided an overview of the 2019 Town of Marana Development Activity Annual Report. **Mayor Honea** and **Council** thanked **Mr. Angell** for the presentation.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes 6-0. Meeting adjourned at 6:41 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on February 11, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center Second Floor February 4, 2020 at or after 7:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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

APPROVAL OF AGENDA

Vice Mayor Post, moved and Council Member Kai second the motion to approve the agenda. Motion passes, 6-0.

CALL TO THE PUBLIC

Mayor Honea opened the meeting to receive public comment, and the following individual provided comments. No comments were offered.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea reported on Marana community parks stating Marana has some of the best parks in Southern Arizona. He has witnessed families enjoying many of our community parks. The west park in Saguaro Bloom he thought was an HOA park, however, has learned that it is paid by D.H. Horton, but belongs to the Town. He complimented the park with its many amenities for that community. He and **Council Member Ziegler** toured the Honea Heights Park this day, and spoke about the amenities of that park.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta announced that Chief Terry Rozema received a very prestigious award naming him as the 2020 Police Chief of the Year in Arizona. He commented on the Parks & Recreation Master Plan Update and the status of those meetings. The next meeting will be held on the Marana Municipal Complex campus on Thursday, February 13, 2020 in the Marana Police Community Room. He commented on the Executive Report following up on some of the request of Council during its last meeting, as well as providing an update to developments within the community. He spoke of a neighborhood group in the Continental area where there has been conversation about Palm Brook Drive where this section of the community has experienced increased speeding and cut-through traffic. Members of this community has signed a petition and has routed it to Council, and Council has suggested the town have a study on this matter to discuss solutions to this matter.

Last summer there was special study done and with assistance from PAG for its facilities and expertise in identifying possible solutions. Some of the solutions may be to change some of the pedestrian school crosswalks near Coachline Road and Twin Peaks Road. Before the town embark on any of solutions, staff will begin to send out invitations on Facebook and other social media inviting the public to participate.

This would be an opportunity to enlighten the public on general traffic concerns as well as invite Public Works and Police Department and the community. The Communications Office is putting together the information and reaching out on social media to all those in the affected area. This meeting will be held on Thursday, February 13, 2020 from 6 p.m. to 7 p.m. at Rattlesnake Ridge Elementary School. He updated Council on the developments on Marana campus related to the Council Chambers, Chamber of Commerce and Visitor Center, Parks & Recreation and the Water Department.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2020-006: Relating to Boards, Commissions, and Committees; appointing a Town of Marana citizen representative to the Tucson-Pima County Bicycle Advisory Committee (Brian D. Varney)

C2 Resolution No. 2020-007: Relating to Police Department; authorizing the Chief of Police to apply for grant funding from the Governor's Office of Highway Safety for the purchase of equipment and the funding of overtime for the Marana Police Department for fiscal year 2020-2021 (Kristin Taft)

C3 Approval of the January 21, 2020 Regular Council Meeting and the January 14, 2020 Council Study Session Meeting Summary Minutes (Cherry L. Lawson)

Council Member Bowen moved and Vice Mayor Post second the motion approving the Consent Agenda as presented. Motion passes 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2020-008: Relating to Emergency Management; approving the updated Town of Marana Emergency Operations Plan (EOP) (Curry C. Hale)

Human Resource Director Curry Hale provided a PowerPoint Presentation related to the Emergency Operations Plan. *(A copy of the PowerPoint Presentation is available on the Town's website and in the Town Clerk's Office for viewing.)*

Emergency Operations Plan

- Emergency Support Functions (ESFs)
- Critical Index Plans
- MOUs and IGAs
- Emergency Agency Rosters

Why an EOP Needed? Required by:

- Homeland Security Presidential Directive 5, the Homeland Security Act of 2002
- Arizona Revised Statutes (ARS), Title 26, Chapter 2, Article 1

Purpose of an EOP

- Prevention
- Preparedness
- Recovery

When to Use the EOP

- Natural Hazards
- Technological Hazards
- Human-Caused Hazards

Examples of Hazards in Marana

- EOP Activations:
 - July 11, 2018 – Train Derailment, I-10 West & Twin Peaks
 - September 10, 2014, Hurricane Odile, Santa Cruz River Flood Hazard
- Almost EOP Activations:
 - September 26, 2019 – Tornado Warning Marana, Picture Rocks, and Rillito areas
 - August 11, 2016 – Levee Break, Flooded out Grier Road

Mayor Honea asked whether the Plan covers flooding events as the town has experienced flooding areas in the past. **Mr. Hale** stated that it does, and listed under natural hazards.

Council Member Officer commented on the increased traffic on I-10 and its impact to the community in the last three years. He asked whether the Plan covers traffic related incidents. **Mr. Hale** stated the Plan covers mass transit disruptions and is part of human-caused hazards.

Mayor Honea stated freeway accidents are becoming commonplace, and is becoming an issue. Oftentimes, drivers would exit in Marana including large trucks and becomes a concern for the community. We may have to begin looking into solutions for this situation. **Council Member Kai** stated Marana Police knows the town best, and suggested having an officer situated at key corners to manage traffic snarls to assist travelers in navigating traffic incidents on the highway. Taking this type of action may result in positive publicity for the town.

Mr. Mehta stated one thing that we have to do is to review our Emergency Operations Plan is contingent on when an event occurs, as there are several tiers of the Plan. If there is a traffic event that is beyond Marana's jurisdiction such as a highway incident, then it becomes the control of the Department of Public Safety or state troopers. However, Marana Police are on duty to the extent of having to assist with such incidents as well as deploying the police volunteers to assist with travelers impacted by highway accidents.

Council Member Kai moved and Council Member Ziegler second the motion approving Resolution No. 2020-008 approving the Town of Marana Emergency Operations Plan. Motion passes, 6-0.

A2 Resolution No. 2020-009: Relating to Real Property; approving and authorizing the Mayor to sign the Town of Marana Lease Extension with SG Farms L.L.C., for extension of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

Town Attorney Frank Cassidy provided a brief overview of this item stating the lease is approximately 23 acres of land north of the Marana Wastewater Reclamation Facility, and has had the lease for some time with Chris Sullivan of SG Farms L.L.C. The lease term ends this month, and he has asked for an extension. The agreement allows for five-year extensions with mutual consent. The only change to the lease agreement amount from \$70/acre under the previous lease. Since the previous lease either party to terminate, he suggested that the Town review the lease amount. After some discussion, the lease amount increased to \$100/acre per year. The amendment also allows for another five-year extension after this extension, that is, if both parties mutually agrees with the term.

Council Member Kai asked how SG Farms would use the property. He asked whether it is for the farming of crops. He asked whether the town has any use for the property at this time. **Mr. Cassidy** stated SG Farms does plan to from crops on the property. Marana received the property from Pima County as part of a settlement. The County had purchased it as part of the 1,000 ft. setback because of the type of treatment plant they had. **Council Member Kai** stated the proposed lease amount is a fair amount and it is within range for the property.

Mayor Honea asked whether the Town has considered selling the property as the Town has a modern plant asking whether the Town need to land. **Mr. Cassidy** replied stating it is his belief that the Town is holding on to it for possible expansion that is in the direction of the settlement basin. If the town were to add additional recharge basins, it would go into that direction. Although it may not come forward for many decades, but it makes sense to retain the property, and to use it for farming purposes.

Council Member Kai stated it make sense to have a five-year option. **Mr. Cassidy** replied stating at the end of the five-year extension term, the Town will review what market rates are at that time, and renegotiate the number. It is the town hope to be able to come away with a mutual agreement amount.

Council Member Kai moved and Council Member Bowen second the motion approving Resolution No. 2020-009 approving and authorizing the Mayor to sign a lease extension with SG Farms for the approximately 22.88 acres of Town-owned land north of Marana Wastewater Reclamation Facility. Motion passes, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Mayor and Council; discussion, consideration and possible action regarding the start time for Council meetings (Mayor Honea)

Council Member Ziegler provided an overview of her request to have Council consider changing the start time for its meetings. She stated times have changed and Council has long held its meetings at 7:00 p.m., and most municipalities start its meetings at an earlier time. She felt it is time that Council took the same approach by changing its start time to 6:00 p.m. She inquired of an early start time for Council Study Sessions, asking how that affect having a Study Session and a Council Meeting on the same day if changed. **Mr. Mehta** stated if there is a study session before a regular council meeting, we could have the session to begin at 6:00 p.m., and the council session will start no later than 7 p.m.

Council Member Ziegler moved and Vice Mayor Post second the motion moving the start time for regular Council Meetings be changed to 6:00 p.m. Motion passes, 6-0.

D2 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2020/2021 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)

Mr. Mehta stated as part of the discussion during the last Council Meeting, **Council Member Ziegler** inquired of the status of the number of employees utilizing the Tuition Reimbursement. As of this date, the Town has not expended any of the funds from that account. Employees who have submitted must first complete the course and obtain a satisfactory grade before funds are disbursed.

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)

Mr. Mehta stated that as some of the bills move through the legislature, the Town would update the Council if there were an impact to the Town of Marana. Town staff is cautiously following some of the bills discussed previously such as, HB2404 (Prime Contracting Bill), HB2493 (CFD Bill), SB1133 (Sub Contractor Prompt Pay Bill), SB1305 (FedEx Personal Delivery Devices Bill). He referred to the information provided within the Council Weekly Report.

D4 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided an update on the development activities within the town.

EXECUTIVE SESSIONS

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with and instructions to the Town's attorneys regarding settlement discussions in the pending litigation Southern Arizona Home Builders Association v. Town of Marana, Pima County Superior Court Case No. C20184411.

[7:45 PM: Minutes] Mayor Honea asked for a motion to enter into an executive session for the purpose stated in Item E2.

Council Member moved and Council Member second the motion approving Council to enter into an executive session for the purpose stated in Item E2. Motion passes, 6-0.

[8:06 PM: Minutes:] Mayor Honea reconvened the meeting.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Officer second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 8:07 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 4, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 02/18/2020

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #012 Restaurant liquor license submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 13864 N. Sandario Rd., Marana, AZ 85653 (Cherry L. Lawson)

Discussion:

This application is for a series #012 Restaurant liquor license at Bisbee Breakfast Club, 13864 N. Sandario Rd., Marana, AZ 85653.

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

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

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. Pursuant to state statute, a

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series #012 Restaurant liquor license application submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 13864 N. Sandario Rd., Marana, AZ 85653.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #012 Restaurant liquor license application submitted by Kevin Arnold Kramber on behalf of Bisbee Breakfast Club, located at 13864 N. Sandario Rd., Marana, AZ 8563.

Attachments

Application

Affidavit of Posting

Local Governing Body Recommendation

Descriptions of Common Types of Liquor Licenses

12/20/19 NH
LL 2019-28

State of Arizona
Department of Liquor Licenses and Control

Created 12/19/2019 @ 11:27:17 AM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: BISBEE BREAKFAST CLUB
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 13864 N SANDARIO ROAD
MARANA, AZ 85653
USA
Mailing Address: 
Phone:
Alt. Phone:
Email:

AGENT

Name: KEVIN ARNOLD KRAMBER
Gender: Male
Correspondence Address: 
Phone:
Alt. Phone:
Email:

OWNER

Name: INA BREAKFAST CLUB I LLC
Contact Name: KEVIN ARNOLD KRAMBER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L16995867 State of Incorporation: AZ
Incorporation Date: 08/11/2011
Correspondence Address: 
Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
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CHRISTOPHER AARON REECE	MEMBER	25.00
TERRY JAY KYTE	MANAGING MEMBER	25.00
TREVOR ALLEN KYTE	MEMBER	10.00
PATRICK JOSEPH MC CONAUGHEY	MEMBER	10.00
TOBIN BRUCE KYTE	MEMBER	10.00
WALTER BRENT KYTE	MEMBER	10.00

INA BREAKFAST CLUB I LLC - MEMBER

Name: WALTER BRENT KYTE
 Gender: Male
 Correspondence Address:

Phone:
 Alt. Phone:
 Email:

INA BREAKFAST CLUB I LLC - MEMBER

Name: CHRISTOPHER AARON REECE
 Gender: Male
 Correspondence Address:

Phone:
 Alt. Phone:
 Email:

INA BREAKFAST CLUB I LLC - MEMBER

Name: TREVOR ALLEN KYTE
 Gender: Male
 Correspondence Address:

Phone:
 Alt. Phone:
 Email:

INA BREAKFAST CLUB I LLC - MEMBER

Name: PATRICK JOSEPH MC CONAUGHEY
 Gender: Male
 Correspondence Address:

Phone:
 Alt. Phone:
 Email:

**INA BREAKFAST CLUB I LLC - MANAGING
MEMBER**

Name: TERRY JAY KYTE
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

INA BREAKFAST CLUB I LLC - MEMBER

Name: TOBIN BRUCE KYTE
Gender: Male
Correspondence Address:



Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 79783
Application Type: New Application
Created Date: 10/12/2019

QUESTIONS & ANSWERS

012 Restaurant

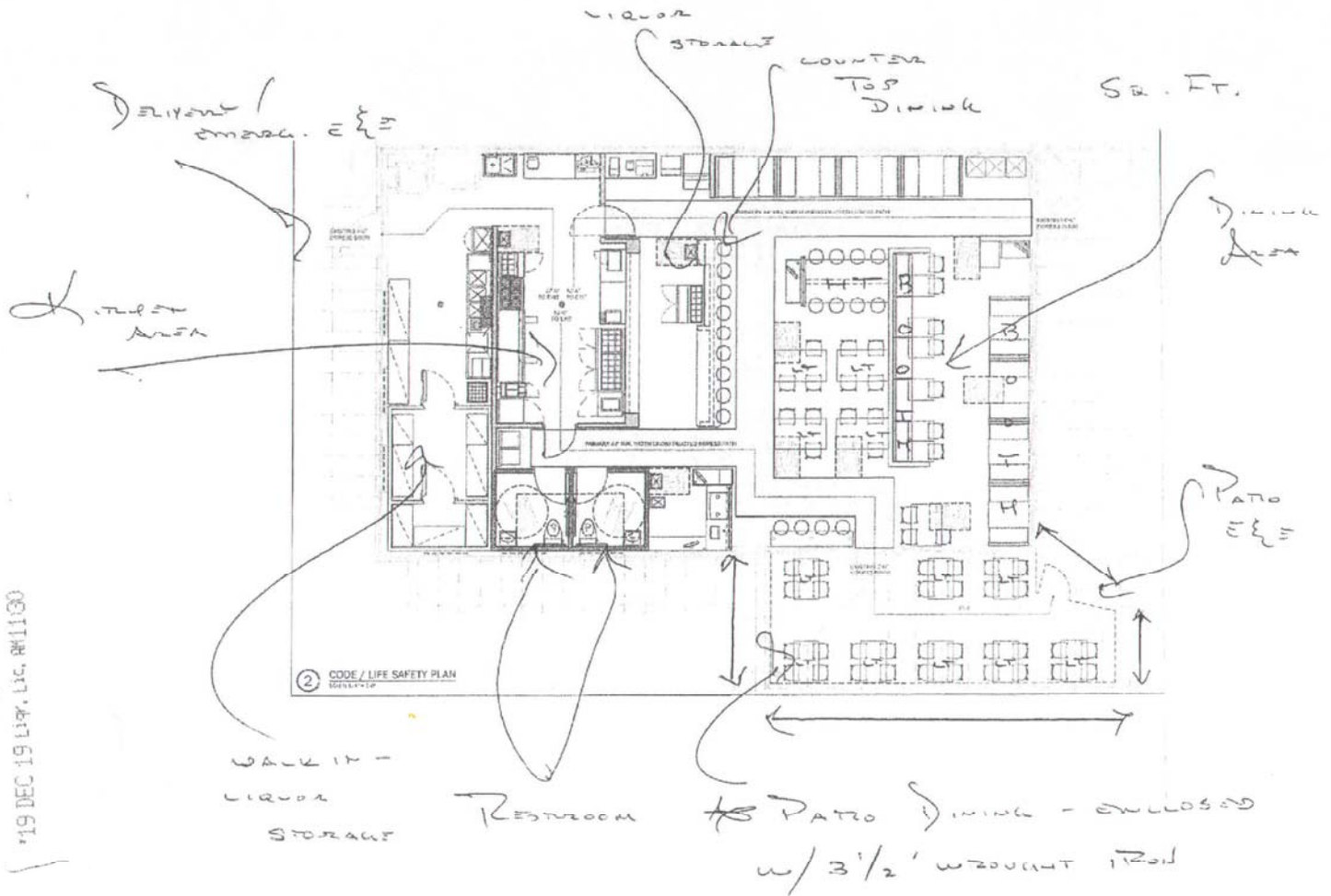
- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Landlord Lockout
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No

- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
Town of Marana
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
None-Capital Contributions
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
Yes-Contiguous
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
January 15, 2020
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Alcohol Menus.pdf	10/12/2019
MENU	BBC Marana Menu 2019.pdf	10/12/2019
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	10/12/2019
QUESTIONNAIRE	Kramber Q Attach ASF Passport.pdf	10/12/2019
QUESTIONNAIRE	McConaughy Q Attachment.pdf	10/12/2019
RECORDS REQUIRED FOR AUDIT	Records Required For Audit.pdf	10/12/2019
QUESTIONNAIRE	Reece Q Attachment.pdf	10/12/2019
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	10/12/2019
QUESTIONNAIRE	Terry Q.pdf	10/12/2019
QUESTIONNAIRE	Tobin Q Basic & Mgt Certs.pdf	10/12/2019
QUESTIONNAIRE	Trevor Q Attachment.pdf	10/12/2019
QUESTIONNAIRE	Walter Q Attachment.pdf	10/12/2019
LEASE	Floor Plan.pdf	10/12/2019

19 DEC 19 Lic. #1130





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

AFFIDAVIT OF POSTING

Date of Posting: December 27, 2019

Date of Posting Removal: 1/17/2020 *CB*

Applicant's Name: Kramber Kevin Arnold
Last First Middle

Business Address: 13864 N Sandario Rd Marana 85653
Street City Zip

License #: 79783

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

Christine Byler Outreach Card 520-382-1920
Print Name of City/County Official Title Phone Number

 1/27/2020
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



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

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana Liquor License Application #: 79783
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: LL2019-28
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Marana Town Council at a Regular meeting held on the 18 of
(Governing body) (Regular or special) (Day)
February, 2020 considered the application of Kevin Arnold Kramber
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 79783,
(Arizona liquor license application #)
for the license series #: type Series #12 Restaurant as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

TRANSMISSION OF ORDER TO STATE

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

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

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control

Descriptions of Common Types of Liquor Licenses

Series 4 Wholesaler

This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Department of Liquor Licenses and Control

Descriptions of Common Types of Liquor Licenses

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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



Council-Regular Meeting

L2

Meeting Date: 02/18/2020

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #010 Beer and Wine Store liquor license application submitted by Lauren Heather Trattner on behalf of Dollar General Store #20680, located at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653 (Cherry L. Lawson)

Discussion:

This application is for a series #010 Beer and Wine Store liquor license at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653.

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

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new series #010 Beer and Wine Store liquor license application submitted by Lauren Heather Trattner on behalf of Dollar General Store #20680, located at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #010 Beer and Wine Store liquor license application submitted by Lauren Heather Trattner on behalf of Dollar General Store #20680, located at 12059 W. Clark Farms Boulevard, Marana, Arizona 85653.

Attachments

Application

Affidavit of Posting

Local Governing Body Recommendation

Descriptions of Common Types of Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

Created 01/03/2020 @ 02:54:27 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	DOLLAR GENERAL STORE #20680	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	12059 W CLARK FARMS BOULEVARD MARANA, AZ 85653 USA	
Mailing Address:	[REDACTED] [REDACTED] USA	
Phone:	[REDACTED]	
Alt. Phone:		
Email:	[REDACTED]	

AGENT

Name:	LAUREN HEATHER TRATTNER
Gender:	Female
Correspondence Address:	[REDACTED] [REDACTED] USA
Phone:	[REDACTED]
Alt. Phone:	
Email:	[REDACTED]

OWNER

Name: DG RETAIL LLC
Contact Name: SEVERAL - SEE CASE NOTES
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: R12264236 State of Incorporation: TN
Incorporation Date: 09/01/2005
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Officers / Stockholders

Name:	Title:	% Interest:
DG PROMOTIONS INC	Member, Stockholder	100.00
JASON SCOTT REISER	CMO, Sec	
LAWRENCE JOSEPH GATTA JR.	VP	

DG PROMOTIONS INC - CEO

Name: STEVEN RAY DECKARD
Gender: Male
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

DG RETAIL LLC - VP

Name: LAWRENCE JOSEPH GATTA JR.
Gender: Male
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

DG RETAIL LLC - Member, Stockholder

Name: DG PROMOTIONS INC
Contact Name: MICHELLE VALENZUELA
Type: CORPORATION
AZ CC File Number: [REDACTED] State of Incorporation: [REDACTED]
Incorporation Date: [REDACTED]
Correspondence Address: [REDACTED]

USA

Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

DG PROMOTIONS INC - Stockholder

Name: DOLLAR GENERAL CORPORATION
Contact Name: MICHELLE VALENZUELA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

**DG PROMOTIONS INC - CMO, Sec
DG RETAIL LLC - CMO, Sec**

Name: JASON SCOTT REISER
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: ASHLEE DAWN THRELKELD
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: ROSEMARY Y MANDELT
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: SAMMY DEE SPOO
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: DAVID MCARTHUR BRACKEN
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: CHRISTIE JOANNE FORD
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: DEBBIE ELOISE CHEEK
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: WILLIAM HENRY CONLEY
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Name: KATHRYN ANN KELLIHER
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Name: THOMAS STEVEN REISSIG
Gender: Male
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone:
Email:

Name: CRYSTAL LYNN MICHEL
Gender: Female
Correspondence Address: [REDACTED]
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email:

Name: VIRGINIA DIANE LUCHI

Gender: Female

Correspondence Address:

[REDACTED]

USA

Phone:

[REDACTED]

Alt. Phone:

[REDACTED]

Email:

Name: THOMAS EDWARD BENNING

Gender: Male

Correspondence Address:

[REDACTED]

USA

Phone:

[REDACTED]

Alt. Phone:

Email:

APPLICATION INFORMATION

Application Number: 91535

Application Type: New Application

Created Date: 01/03/2020

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 3) Please provide name, address, and Distance of nearest school.
GLADDEN FARMS ELEMENTARY-4096 FEET
11745 W GLADDEN FARMS DRIVE, MARANA, AZ 85653
- 4) Please provide name, address, and distance of nearest church.
SAINT CHRISTOPHER CATHOLIC PARISH-1669 FEET
12101 W MOORE ROAD, MARANA, AZ 85653
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.

- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
EVICTON
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$0
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NO
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
1/12/2020



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

AFFIDAVIT OF POSTING

Date of Posting: January 15, 2020 Date of Posting Removal: 2/4/20

Applicant's Name: Trattner Lauren Heather
Last First Middle

Business Address: 12059 W Clark Farms Boulevard Marana 85653
Street City Zip

License #: 91535

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

Christine Byler

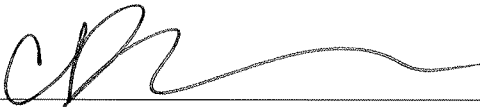
Print Name of City/County Official

Community Outreach Coordinator

Title

(520) 382-1926

Phone Number



Signature

2/4/20

Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



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

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana Liquor License Application #: 91535
(Circle one) (Arizona application #)
2. County of: Pima City/Town/County #: Town #LL2020-01
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The Town of Marana at a Regular meeting held on the 18 of
(Governing body) (Regular or special) (Day)
February, 2020 considered the application of Lauren Heather Trattner
(Month) (Year) (Name of applicant)
for a license to sell spirituous liquor at the premises described in application 91535,
(Arizona liquor license application #)
for the license series #: type 10 Beer & Wine Store as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

TRANSMISSION OF ORDER TO STATE

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

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

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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



Council-Regular Meeting

B1

Meeting Date: 02/18/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: February 18, 2020

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:

Community: Principal Statement 1: We will maintain and enhance our reputation as a safe and well-planned community.

- Initiative #6. Explore and research innovative community planning ideas for incorporation into processes, procedures and codes.

Subject: Resolution No. 2020-015: Relating to Boards, Commissions and Committees, making an appointment to the Town of Marana Board of Adjustment (Cherry L. Lawson)

Discussion:

There are a total of three (3) positions on the Board of Adjustment that seeks to be filled. One of which was vacated by Robert Palazzolo who resigned his seat with a term ending 2/29/2020. The remaining two positions terms also end on 2/29/2020. The applicant seeking to be reappointed has submitted his application of interest for Council to consider extending his term by an additional four years, ending 02/29/2024. A public notice seeking applications was published in the Daily Territorial on January 10, 2020, as well as posted on the Town's website on January 8, 2020. One application was submitted by Warren Hatcher, who currently serves on the Board of Adjustment seeking reappointment. The town seeks to fill all three vacancies on this Board.

On January 28, 2020, Town Clerk Cherry Lawson sent an email to the Council Committee for Appointments to the Planning Commission and Board of Adjustment, asking if any member desired to interview the applicant for one of the three open positions prior to taking the applications to Council for approval. No request was made, and staff is forwarding the application to Council for review on tonight's agenda.

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

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

Staff Recommendation:

Council pleasure.

Suggested Motion:

I move to adopt Resolution No. 2020-015, reappointing Warren Hatcher to the Town of Marana Board of Adjustment with a term expiring February 29, 2024.

Attachments

Resolution No. 2020-015

Hatcher, Warren Application, Board of Adjustment

MARANA RESOLUTION NO. 2020-015

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; MAKING AN APPOINTMENT TO THE TOWN OF MARANA BOARD OF ADJUSTMENT

WHEREAS Marana Land Development Code Section 17-2-2 establishes the procedure for making appointments to the Board of Adjustment and sets the term for each Board member at four years; and

WHEREAS the terms of two members of the Board of Adjustment expire on February 29, 2020, and another member of the Board resigned before completing his term ending February 29, 2020; and

WHEREAS the Mayor and Council have reviewed an application for one of the vacancies; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Warren Hatcher is hereby appointed to the Board of Adjustment with a term expiring February 29, 2024.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Board and Commission Application

Town of Marana

Submitted On:

January 20th, 2020 @ 4:57pm

Board or Commission	Board of Adjustment
Please upload your resume here.	https://seam.y/kdT4ve0Y
First Name	Warren
Last Name	Hatcher
Email	[REDACTED]
Full Address	[REDACTED] Tucson AZ [REDACTED]
How many years have you lived at this address?	20
How many years have you lived in Marana?	20
Phone Number (Daytime)	[REDACTED]
Phone Number (cell or home)	[REDACTED]
Occupation	Retired; program manager, engineer, S x S gma Back Bet, rental property manager. Timber farmer.
Employer	Retired from Raytheon and Texas Instruments
What is your vision for the Town?	I hope for Marana to be a delightful, attractive place to live and work, and to fit well into the impressive environment that we occupy. We have many assets, including residents, those who work here, employers, proximity to highways, rail and air transportation, scenic beauty, and a rich heritage. We should use these assets well to benefit our residents and businesses, Pima County, the state of Arizona and the United States.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Managing growth to get maximum benefit of all our assets.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Easy access to Interstate highways, the Tucson and Phoenix airports, Mexico, other US states, and capable voluntary Town leaders who can guide our efforts to use these assets wisely.
Please explain your professional background	Electrical engineering, management of large government programs developed insight in evaluating options and making sound decisions. S x S gma and Reengineering experience developed expertise to lead process and product improvement. Rental property management and timber farming to add diverse skills and experience.
Describe your experience working with a Council-appointed board or commission	I have served two terms on the Marana Board of Adjustment. It has given me insight into the expert leadership of the town and the proper workings of Council-appointed boards.

Describe a time when you had to stand firm and make a tough or unpopular decision	Helping to manage layoffs in difficult economic times was difficult for me and others in my company, but were necessary for the health of the company and the benefit of employees who remained. Moving a major program from Dallas to Tucson in the role of program manager was challenging to balance the needs of the company, the customer, and employees.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	The Town of Marana must survive and thrive as a complete community. The viability of neighborhoods and businesses is required for the Town to thrive.
Full Name	David Bowen
Full Address	████████████████████ Marana AZ ██████
Relationship	friend and former fellow church member
Phone Number	██████████
Full Name	James Jones
Full Address	████████████████████ Marana AZ ██████
Relationship	fellow deacon and church member
Phone Number	██████████
Phone Number	██████████
Name of Business	None
Person with Interest	N/A
Type of Interest	N/A
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	

Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	First Name: Warren Last Name: Hatcher Email Address: [REDACTED] <i>Warren Hatcher</i> Signed at: 01/20/2020 02:47PM
Full Date	1 20 2020



Council-Regular Meeting

A1

Meeting Date: 02/18/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-016: Relating to Utilities; approving and authorizing the Mayor to sign a Transfer Agreement, selling the Marana Water Department's Falstaff well and related water system and assets to the DeAnza Domestic Water Improvement District (Frank Cassidy)

Discussion:

Acting on an application filed by property owners in the unincorporated county island located near the Avra Valley Road interchange, Pima County approved the formation of the DeAnza Domestic Water Improvement District (DeAnza DWID) in 2018, to provide potable water service to the area. The Town of Marana's Falstaff well and related assets are adjacent to and its connected water system is within the DeAnza DWID. The Falstaff well and related water system and assets were part of the potable water system acquired by the Town of Marana from Cortaro-Marana Irrigation District in 1997. The Falstaff well and related water system and assets currently serves only one customer, and includes a well and small reservoir on the north side of Avra Valley Road, about 1,000 feet west of the interchange. The well exceeds the health advisories set by the United States Environmental Protection Agency for 1,4-dioxane and perfluorinated compounds, and is not programed for water quality improvements.

The land owned by the unincorporated county property owners who sought formation of the DeAnza DWID is subject to a 2008 development agreement with Pima County that requires payment of a 2% environmental enhancement contribution for all retail activities in the area. The development agreement purports to survive annexation, and requires payment of the contribution to Pima County in the event of annexation. The property owners sought water service from the Town of Marana, but Town staff indicated that it would not recommend Council waiver of the policy requiring property to be annexed as a condition of water service. The property owners were not willing to seek annexation unless the Town transferred its sales taxes to Pima County to cover the

2% environmental enhancement contribution. Town staff was not willing to recommend annexation on those terms. Formation of the DeAnza DWID occurred as a result of the impasse.

Maintaining and operating the Falstaff well and related water system and assets is a drain on the Marana Water Department's resources, and will be even more of a drain on resources if emerging compounds are addressed. The DeAnza DWID has offered to purchase the Falstaff well and related water system and assets for \$24,000.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: N
Amount: \$24,000 (revenue)

If approved, the Transfer Agreement will result in the sale of the Falstaff well and related water system and assets for \$24,000. In addition, it will eliminate the Water Department's operating costs associated with operating and maintaining the Falstaff well and related water system and assets, which are currently serving only one customer.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-016, approving and authorizing the Mayor to sign a Transfer Agreement, selling the Marana Water Department's Falstaff well and related water system and assets to the DeAnza Domestic Water Improvement District.

Suggested Motion:

I move to adopt Resolution No. 2020-016, approving and authorizing the Mayor to sign a Transfer Agreement, selling the Marana Water Department's Falstaff well and related water system and assets to the DeAnza Domestic Water Improvement District.

Attachments

Resolution No. 2020-016
Falstaff Transfer Agt DeAnza signed

MARANA RESOLUTION NO. 2020-016

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A TRANSFER AGREEMENT, SELLING THE MARANA WATER DEPARTMENT'S FALSTAFF WELL AND RELATED WATER SYSTEM AND ASSETS TO THE DEANZA DOMESTIC WATER IMPROVEMENT DISTRICT

WHEREAS the Town of Marana's Falstaff Water Service Area (the "Falstaff Area") consists of all properties historically served by the Town from the Falstaff Well, located north of Avra Valley Road less than a quarter mile west of the Avra Valley/Interstate 10 traffic interchange; and

WHEREAS the Town currently provides water service to one customer in the Falstaff Area; and

WHEREAS the Falstaff Area is not connected to any other part of the Town's potable water utility; and

WHEREAS the Town's potable water mains closest to the Falstaff Area are about 6,000 feet southeast near the intersection of Casa Grande Highway and Tiffany Loop, more than 4,000 feet south in Continental Ranch (across the Santa Cruz River), about 3,400 feet southwest in Silverbell Road (across the Santa Cruz and behind a rocky ridge 200 feet in elevation above Silverbell Road), and in Happy Acres (more than a mile west, on the south side of Avra Valley Road across the Santa Cruz River); and

WHEREAS the Town's water quality testing in the Falstaff Area has detected unregulated 1,4-dioxane and perfluorinated compounds at levels higher than the health advisories issued by the United States Environmental Protection Agency; and

WHEREAS providing water service in the Falstaff Area is costly and burdensome to the Town; and

WHEREAS the District is in close proximity to the Falstaff Area and is willing to assume the water service obligations within the Falstaff Area pursuant to the terms of a Transfer Agreement negotiated by Town staff and District staff; and

WHEREAS the Town desires to sell, and the District desires to acquire, the Town's water utility assets consisting of and associated with the Falstaff Area under the terms set forth in the Transfer Agreement; and

WHEREAS the Mayor and Council find that entering into the Transfer 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 Transfer Agreement between the Town of Marana and the DeAnza Domestic Water Improvement District 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 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

TRANSFER AGREEMENT

This TRANSFER AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and the DEANZA DOMESTIC WATER IMPROVEMENT DISTRICT OF PIMA COUNTY, ARIZONA (the "District"), a political subdivision of the State of Arizona. The Town and the District are each sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

A. The Falstaff Water Service Area (the "Falstaff Area") consists of all properties historically served by the Town from the Falstaff Well, located on the Falstaff Well Site, the real property legally described in Exhibit B.

B. The Town currently provides water service to one customer in the Falstaff Area.

C. The Falstaff Area is not connected to any other part of the Town's potable water utility.

D. The Town's potable water mains closest to the Falstaff Area are about 6,000 feet southeast near the intersection of Casa Grande Highway and Tiffany Loop, more than 4,000 feet south in Continental Ranch (across the Santa Cruz River), about 3,400 feet southwest in Silverbell Road (across the Santa Cruz and behind a rocky ridge 200 feet in elevation above Silverbell Road), and in Happy Acres (more than a mile west, on the south side of Avra Valley Road across the Santa Cruz River).

E. The Town's water quality testing in the Falstaff Area has detected unregulated 1,4-dioxane and perfluorinated compounds at levels higher than the health advisories issued by the United States Environmental Protection Agency.

F. Providing water service in the Falstaff Area is costly and burdensome to the Town.

G. The District is in close proximity to the Falstaff Area is willing to assume the water service obligations within the Falstaff Area currently provided by the Town so long as the Falstaff Well, storage and distribution system, service area rights related to the system, and real property interests used to provide water in the Falstaff Area are transferred to the District.

H. The Town desires to sell, and the District desires to acquire, the Town's water utility assets consisting of and associated with the Falstaff Area under the terms set forth in this Agreement.

AGREEMENT

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

1. Transfer and Sale of Assets

1.1. Assets to be Acquired. The Town agrees to convey to the District, and the District agrees to acquire from the Town, all of the Town's right, title and interest in and to all of the assets owned or controlled by the Town used to provide potable water service in the Falstaff Area ("Assets"), which are described in Exhibit A.

1.2. Excluded Assets. The Town shall not transfer the SCADA and telemetry panel currently used for the Falstaff Area, and shall not transfer the Town's funds, accounts, financial records, or other data not expressly set forth in this Agreement.

1.3. Assumed Liabilities. After Closing, the District shall assume, perform, and discharge the Town's obligations regarding water service in the Falstaff Area.

1.4. Governmental Approvals; Conditions to Closing. The Town shall diligently undertake any proceeding to relinquish its interests in the Falstaff Area as a water provider, and the District shall reasonably cooperate with the Town in any such proceeding. The Town shall cooperate with the District to obtain any necessary approvals from any other governmental authority whose approval may be necessary to transfer the Assets to the District.

2. Closing and Payment

2.1. Closing. The completion of the Town's transfer of the Assets to the District ("Closing") will take place no later than 90 days after this Agreement is signed by both Parties.

2.2. Payment. The District will pay the Town \$24,000, payable in cash or cash equivalent, at Closing.

2.3. Transfer of Title. At Closing, title to, possession of, and risk of loss of all of the Assets shall pass to the District. The Town has all risk of loss prior to Closing.

3. Representations and Warranties of the Town.

3.1. Town Authorization. The Town represents:

3.1.1. The Town has the authority to enter into and perform and consummate the transactions contemplated by this Agreement;

3.1.2. The Town has properly authorized the execution and performance of this Agreement;

3.1.3. This Agreement is a valid and binding obligation of the Town; and

3.1.4. Except as stated in this Agreement, no third party approval is necessary or required to transfer the Assets to the District.

3.1.5. The Town is not obligated to pay any fee to any broker or other intermediary in connection with the transactions contemplated by this Agreement.

3.2. Title and Condition of Assets. At Closing, the Town will convey good and marketable title to each of the Assets to the District.

3.3. Condition of Assets. The Assets are being transferred as is.

3.4. Litigation; Disputes. The Town is a co-plaintiff in *City of Tucson and Town of Marana v. 3M Company et al.*, originally filed as Pima County Superior Court case number C20185523 and now consolidated as part of *In re: Aqueous Film-Forming Foams Products Liability Litigation*, United States District Court for the District of South Carolina Charleston Division, Multidistrict Litigation (MDL) No. 2873 (the "AFFF Litigation"), which seeks compensation for the Town's current and anticipated costs to remediate unregulated perfluorinated compounds in the Town's potable water. Except for the AFFF Litigation, to the best of the Town's knowledge, there are no claims, disputes, actions, suits, investigations or proceedings pending or threatened against or affecting the Town or the Assets, and there is no basis for any such claim, dispute, action, suit, investigation, or proceeding.

3.5. Compliance with Applicable Law. With respect to the Assets, to the best of the Town's knowledge, the Town is in full compliance with applicable federal, state and local laws (including common law), permits, judgments, orders, or decrees, including without limitation any of the foregoing relating in any manner to safe drinking water, the protection of human health or the environment, public health and safety, or employee health and safety. Notwithstanding the foregoing, the Town's water quality testing in the Falstaff Area has detected unregulated 1,4-dioxane and perfluorinated compounds at levels higher than the health advisories issued by the United States Environmental Protection Agency.

4. Representations and Warranties of the District.

4.1. District Authorization. The District represents:

4.1.1. The District has the authority to enter into and perform this Agreement and to consummate the transactions contemplated by this Agreement;

4.1.2. The District has properly authorized the execution and performance of this Agreement;

4.1.3. This Agreement is a valid and binding obligation of the District; and

4.1.4. The District is not obligated to pay any fee or commission to any broker or other intermediary in connection with the transactions contemplated by this Agreement.

5. Covenants.

5.1. Administration of Receivables. The Parties agree that the Town shall receive and be responsible for all income and expenses on or before Closing and the District shall receive and be responsible for all income and expenses from and after Closing.

5.2. Tax and Other Matters. The Town shall pay all taxes and costs relating to the Assets accruing on or before Closing and the District shall pay any applicable taxes and costs relating to the Assets for the period after Closing.

5.3. Employees of the Town. The Town shall retain and perform any and all monetary and other obligations to employees incurred prior to Closing.

5.4. Further Assurances. From time to time after Closing, the Town will, at its own expense, execute and deliver such documents to the District as the District may reasonably request, and the District will, at its own expense, execute and deliver such documents to the Town as the Town may reasonably request, in order to more effectively consummate the transactions contemplated by this Agreement.

6. Closing Costs, Buyer Investigation, and Closing Requirements

6.1. The District's Investigation Contingency. From the date this Agreement is signed by both Parties to Closing, the District shall have the right to investigate and inspect the Assets upon reasonable request to the Town and to cancel this Agreement without penalty.

6.2. Closing Costs. All Closing costs, if any, will be paid by the District.

6.3. Town Deliverables. At Closing, the Town shall deliver to the District the Town's fully executed:

6.3.1. Quit claim deed to the Falstaff Well Site;

6.3.2. Bill of sale with respect to the non-realty Assets in substantially the form attached as Exhibit 3;

6.3.3. All other documents contemplated by this Agreement or required by law to be executed and delivered by the Town;

6.3.4. Any and all meter advance credits for the Falstaff Area; and

6.3.5. All current and past customers' account information for the Falstaff Area.

7. Miscellaneous.

7.1. Customer deposits. Upon Closing, and upon customer payment of the final billed amount, the Town will refund customer deposits to the applicable customer.

7.2. Survival of Representations and Warranties, Covenants and Indemnities. All representations and warranties contained in this Agreement shall survive Closing and remain in full force and effect in accordance with the terms of this Agreement.

7.3. Expenses. Each Party shall pay its own costs and expenses relating to this Agreement.

7.4. Amendment. This Agreement shall not be amended or modified except by a writing duly executed by the Town and the District.

7.5. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and negotiations.

7.6. Notices. All notices regarding this Agreement shall be in writing and shall be given by either (a) personal delivery, (b) prepaid certified mail, or (c) email as set forth below:

If to the District: DEANZA DOMESTIC WATER IMPROVEMENT DISTRICT OF PIMA
 COUNTY, ARIZONA
 c/o Jenifer L. Dorn, Administrative Manager
 340 N. Main Ave.
 Tucson, AZ 85701
 Email: Jenifer@StubbsSchubart.com

If to the Town: Jamsheed Mehta, Town Manager
 TOWN OF MARANA
 11555 W. Civic Center Dr.
 Marana, AZ 85653
 Email: jmehta@maranaaz.gov

With a copy to: Frank Cassidy, Town Attorney
 TOWN OF MARANA
 11555 W. Civic Center Dr.
 Marana, AZ 85653
 Email: fcassidy@maranaaz.gov

Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this paragraph 7.6.

7.7. Severability. A legally binding determination that any provision of this Agreement is invalid or unenforceable shall not affect the remainder of this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.8. Waiver. A Party's waiver of any provision of this Agreement shall only be effective if in writing and shall not be construed as a waiver of any other provision of this Agreement.

7.9. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which it may withhold in its absolute discretion. Except as limited in the proceeding sentence, this Agreement

shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

7.10. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall be deemed an original of this Agreement.

7.11. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

7.12. Exhibits. Exhibits referred to in this Agreement are hereby incorporated into and made part of this Agreement.

7.13. Interpretation. In interpreting any provision of this Agreement, no presumption shall be drawn against the Party drafting the provision.

7.14. Attorneys' Fees. The prevailing Party in any action arising out of this Agreement shall be entitled to recover its costs, expenses and reasonable attorneys' fees incurred in connection with the dispute from the losing Party.

7.15. Cancellation. This Agreement is subject to cancellation by the Town or the District pursuant to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

TOWN OF MARANA

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

Cherry L. Lawson, Town Clerk

DEANZA DOMESTIC WATER
IMPROVEMENT DISTRICT OF PIMA
COUNTY, ARIZONA

By:  _____
Thomas H. Parsons

Its: Chairman / President

Date: 1/24/2020

ATTEST:

 _____
Jenifer Dorn, Administrative Manager

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Agreement between the TOWN OF MARANA and the DEANZA DOMESTIC WATER IMPROVEMENT DISTRICT OF PIMA COUNTY, ARIZONA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is

within the powers and authority granted under the laws of the State of Arizona to the Party to this Agreement represented by the undersigned.

TOWN OF MARANA:

Frank Cassidy, Town Attorney

Date: _____

**DEANZA DOMESTIC WATER
IMPROVEMENT DISTRICT OF PIMA
COUNTY, ARIZONA:**



Steve Wene, Attorney for the District

Date: 11/24/2020

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit A | Description of the "Assets" |
| Exhibit B | Legal description of the site containing the Falstaff Well (the real property included in the Assets) |
| Exhibit C | Form of Bill of Sale |

EXHIBIT A: TOWN "ASSETS" BEING CONVEYED TO THE DISTRICT

1. All Town water system infrastructure in the Falstaff Area including those listed in the table below.
2. All Town operational, maintenance, and technical data and information for Town water system infrastructure in the Falstaff Area.
3. Intangible assets related to potable water delivery in the Falstaff Area.
4. All specifications, plans, and drawings for Town water system infrastructure in the Falstaff Area.
5. Water service data for the Falstaff Area.
6. All Town customer lists, financial, and other books and records for the Falstaff Area.
7. All rights, permits, warranties, representations, guarantees, and service contacts made by suppliers, manufacturers and contractors for Town water system infrastructure in the Falstaff Area.
8. The Town real property described in Exhibit B
9. Copies of Falstaff Area customer account records
10. Copies of all regulatory records regarding the Falstaff Area.

Asset Area	Asset Name	Description	Number	Comment
Site	Land	60'X70'	4200 ft ²	Pima County Parcel 226-01-0300
	Fencing	Feet of fencing	260 ft	Chain Link
	Gates	Vehicle Gate	1	
		Man Gate	1	
	Awnings	Chlorinator shade	1	
Power	Electical Panel/ well/booster panel	control panels	1	
			1	
Reservoir		10,000 Gallon	1	Not in use, requires repair
Disinfection	Chemical Dosing pump and tubing	Liquid Chlorine pump	1	In Rack
	Chlorine Reservoir	5 gallon	1	
	Chlorinator for HTH	1 Sleeve	1	Not in use
Hydrotank	Hydrotank	1500 Gallon	2	
	Old Hydrotank	1000 Gallon	2	Not in use, requires repair
	Pressure indicator		1	
	Level Indicator		1	
Well	Pump	Grundfoss 40S50-15	1	15 stage bowl assembly
	Pump Motor	Grundfoss MS4000	1	5 hp, 240 volt, 3 phase
	Casing		288 ft	
	Discharge Meter	2"	1	
	Vent Tube	1" Vent tube	1	
	Check valve	2 " Check Valve	1	
Boosters	Booster station	motors with pumps	2	Berkely pumps, 3hp?
			1	

EXHIBIT B: LEGAL DESCRIPTION OF FALSTAFF WELL SITE

PARCEL 1:

(Well No. 8.1, ADWR No. 55-604845)

That portion of the Southwest quarter of the Northeast quarter of the Southeast quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a point on the North right-of-way line of Avra Valley Road (as established by Proceedings No. 760-A of the Board of Supervisors of Pima County, State of Arizona) the map of which is filed in the Office of the County Recorder of Pima County, State of Arizona in Book 6 of Roads at Page 43 thereof, which point is 383.5 feet Westerly (South 89 degrees 48 minutes 14 seconds West) from the intersection of said North right-of-way line of Avra Valley Road with the East line of said Section 8 and which point in the most Easterly corner of that property described in Docket Book 1799 at Page 227 thereof.

THENCE North 39 degrees 11 minutes 15 seconds West along the Northeasterly line of said property described in Book 1799 at Page 227, a distance of 56.3 feet to a point;

THENCE North 54 degrees 02 minutes 30 seconds West along the Northeasterly line of the property described in Book 1799 at Page 227, a distance of 450.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 35 degrees 57 minutes 30 seconds West, a distance of 70.00 feet to a point;

THENCE North 54 degrees 02 minutes 30 seconds West, a distance of 60.00 feet to a point;

THENCE North 35 degrees 57 minutes 30 seconds East, a distance of 70.00 feet to a point on the Northeasterly property line of said property described in Book 1799 at Page 227;

THENCE South 54 degrees 02 minutes 30 seconds East, along said Northeasterly property line, a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement for water line and access over a strip of land 15 feet in width the North line of which is described as follows:

BEGINNING at the Northeast corner of that piece of property recorded in Docket 4342 at Page 691 of the Official Records of Pima County, Arizona;

THENCE South 81 degrees 07 minutes East, a distance of 605.91 feet to a point on the West line of Wellsite No. 8-J;

THENCE South 00 degrees 08 minutes 45 seconds East along the West line of said wellsite, a distance of 49.5 feet to the Southwest corner thereof;

THENCE North 89 degrees 39 minutes East, a distance of 100 feet of the Southeast corner of said wellsite;

THENCE North 00 degrees 08 minutes 45 seconds West along the Easterly line of said wellsite, a distance of 33.5 feet;

THENCE South 81 degrees 07 minutes East, a distance of 132 feet;

THENCE South 54 degrees 02 minutes 30 seconds East, a distance of 446.60 feet to a point.

EXHIBIT C: FORM OF BILL OF SALE

BILL OF SALE

THIS BILL OF SALE is made by the TOWN OF MARANA (the "Town"), in favor of the DEANZA DOMESTIC WATER IMPROVEMENT DISTRICT OF PIMA COUNTY, ARIZONA (the "District")

RECITALS

A. Pursuant to a Transfer Agreement ("Agreement") by and between the Town and the District, the Town has agreed to sell and assign to the District certain Assets (as that capitalized term is defined in the Agreement) of the Town and the District has agreed to accept such Assets from the Town and to assume certain utility obligations of the Town related thereto.

B. All capitalized terms used but not otherwise defined in this Bill of Sale shall have the respective meanings ascribed thereto in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town does hereby sell, convey, assign, transfer and deliver unto the District, its successors and assigns, all of the Town's right, title and interest in and to all of the Assets set forth in Attachment 1.

TO HAVE AND TO HOLD unto the District, its successors and assigns, for its use and benefit forever.

This Bill of Sale is subject to the terms and conditions (including the representations and warranties) contained in the Agreement, and shall be governed by, and construed and enforced in accordance with the laws of the State of Arizona, without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Town has executed and delivered this Bill of Sale on the date set forth below.

TOWN OF MARANA

Town Manager/Mayor

Date



Council-Regular Meeting

A2

Meeting Date: 02/18/2020

To: Mayor and Council

From: Fausto Burruel, Public Works Deputy Director

Date: February 18, 2020

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

Strategic Plan 4. Commerce: Principle Statement 2.13. Invest Town resources to ensure travel ways, public spaces, parks, public facilities, and other community spaces are clean, maintained, and showcase Marana's high standard of excellence.

Establishing Town speed limits that are reasonable and prudent allows the public and commerce to travel through Marana in a safe and efficient manner.

Subject: Resolution No. 2020-017: Relating to traffic and highways; amending the Town of Marana speed zone map and accompanying table, establishing the reasonable and prudent maximum speed limits on specific roadways located within the town limits of the Town of Marana (Fausto Burruel)

Discussion:

Marana Town Code Section 12-2-11 provides for reasonable and prudent maximum speed limits on roadways located within the town limits to be set forth on a town speed zone map and accompanying table, adopted and amended from time to time by resolution of the Town Council upon recommendation by the town engineer, and based on nationally-accepted traffic engineering standards.

Due to recent discussions with engineering consultants and recommendations to alter speed limits on Town roads, the Traffic Division has undergone the process of reviewing and updating the Town's Speed Zone Map. During this process various roadways throughout Marana were identified as needing to have the speed limits updated. Town Staff anticipates the need to further review the Town's speed limits as development continues and as traffic control changes occur. The proposed updates were grouped into three categories:

- 1) Updates - New streets or discrepancy between the map and field
- 2) Simplifications - Areas where the speed limits differed in each direction or the speed limit change point was shifted to align with connecting roads, etc.
- 3) Adjustments - Areas where speeds were changed.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-017, amending the Town of Marana speed zone map and accompanying table.

Suggested Motion:

I move to adopt Resolution No. 2020-017, amending the Town of Marana speed zone map and accompanying table.

Attachments

Resolution No. 2020-017
Updated Speed Zone Map
Speed Limit Table
Speed Zone Presentation

MARANA RESOLUTION NO. 2020-017

RELATING TO TRAFFIC AND HIGHWAYS; AMENDING THE TOWN OF MARANA SPEED ZONE MAP AND ACCOMPANYING TABLE, ESTABLISHING THE REASONABLE AND PRUDENT MAXIMUM SPEED LIMITS ON SPECIFIC ROADWAYS LOCATED WITHIN THE TOWN LIMITS OF THE TOWN OF MARANA

WHEREAS Marana Town Code Section 12-2-11 provides for reasonable and prudent maximum speed limits on roadways located within the town limits to be set forth on a town speed zone map and accompanying table, adopted and amended from time to time by resolution of the council upon recommendation by the town engineer, and based on nationally-accepted traffic engineering standards; and

WHEREAS the town speed zone map and accompanying table were most recently amended by the Marana Town Council by its adoption of Resolution No. 2006-178 on November 7, 2006; and

WHEREAS the Town Council finds that the adoption, reporting, and amendment of speed limits as set forth in this resolution is in the best interests of the Town and its residents.

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

SECTION 1. The Town of Marana speed zone map and accompanying table, as set forth in the Council agenda packet accompanying this agenda item, are hereby adopted by reference, replacing the speed zone map and accompanying table adopted by Resolution No. 2006-178.

SECTION 2. The Town's staff is hereby directed to make the Town of Marana speed zone map and accompanying table available to the public and accessible from the Town's internet website.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



SPEED ZONE MAP

Revised February 5, 2020

Speed Zones (MPH)

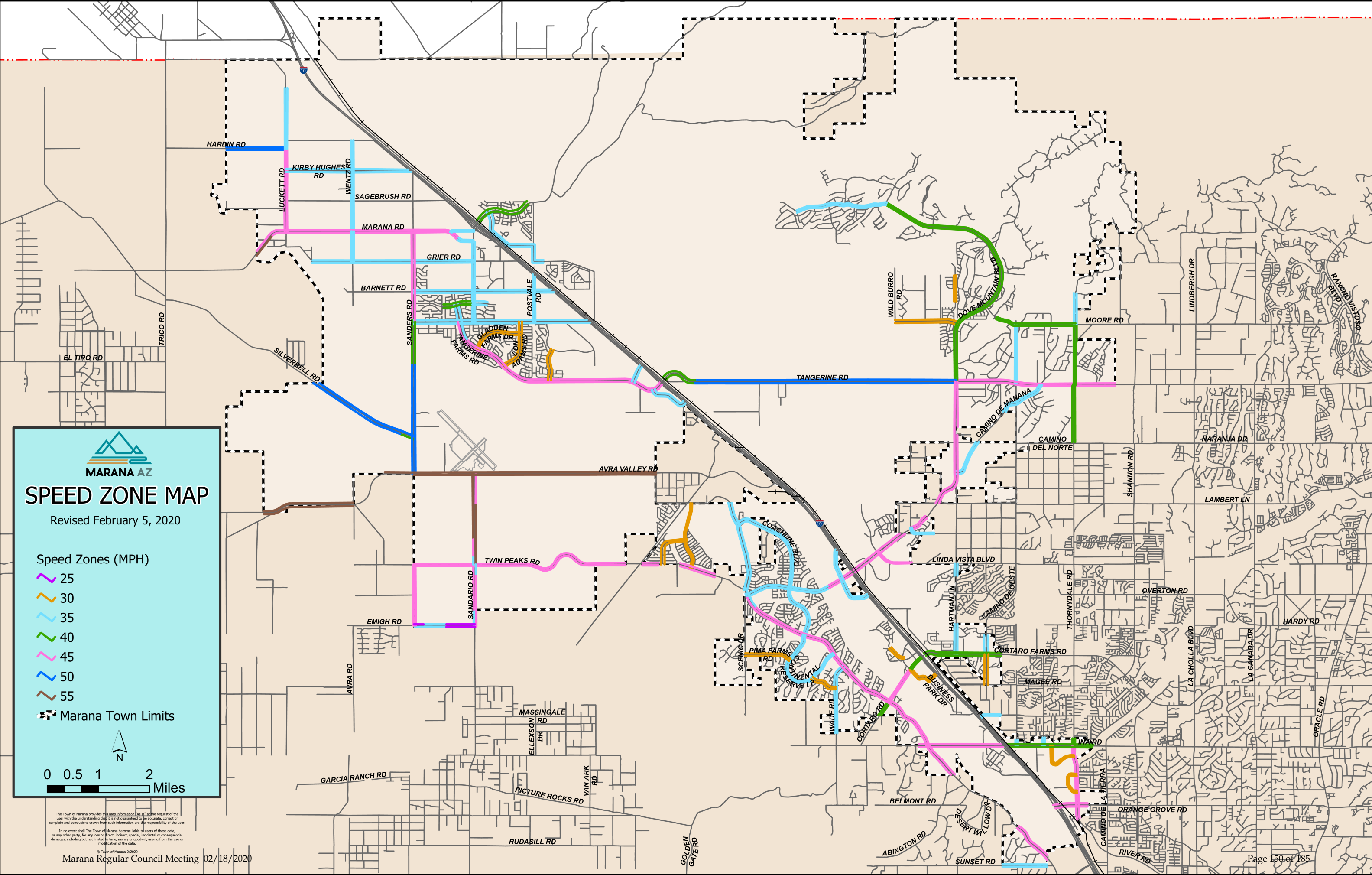
- 25
- 30
- 35
- 40
- 45
- 50
- 55

 Marana Town Limits



0 0.5 1 2 Miles

The Town of Marana provides this map information for its use as requested by the user with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. In no event shall the Town of Marana become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data.



STREET	FROM	TO	SPEED LIMIT (MPH)
N Adonis Rd	W Cochie Canyon Tr	N Postvale Rd	35
W Aerie Dr	W Ina Rd	N Thornydale Rd	30
W Arizona Pavilions Dr	N Cortaro Rd	W Burlingame Rd	30
W Avra Valley Rd, portions within Town Limits	West Town limits	Airline Rd	55
W Barnett Rd	N Sanders Rd	Interstate 10 EB Frontage Rd	35
W Burlingame Rd	W Arizona Pavilions Dr	Interstate 10 EB Frontage Rd	30
N Camino de Oeste	W Moore Rd	W Tangerine Rd	35
N Camino de Oeste	W Flying Diamond Drive	W Ina Rd	35
W Camino de Manana, portions within Town Limits	W Twin Peaks Rd	W Tangerine Rd	35
W Clark Farms Blvd	West end of road	N Sandario Rd	40
W Clark Farms Blvd	N Sandario Rd	East end of road	35
N Coachline Blvd	N Silverbell Rd (180 ft west of N Onyx Moon Dr)	N Silverbell Rd/N Continental Reserve Lp	35
W Cochie Canyon Tr	Union Pacific Railroad	N Arrow Shard Av	40
N Continental Links Dr	N Douglas Fir Dr	W Arizona Pavilions Dr	30
N Continental Reserve Lp	N Silverbell Rd/N Coachline Blvd	N Silverbell Rd/W Somerton Dr	35
W Cortaro Farms Rd	Interstate 10	Eastern Town Limits	40
N Cortaro Rd	West Town Limits	N Silverbell Rd	40
N Cortaro Rd	N Silverbell Rd	W Arizona Pavilions Dr	45
N Cortaro Rd	W Arizona Pavilions Dr	Interstate 10	40
W Costco Dr	W Horizon Hills Dr/N Thornydale Rd	N Thornydale Rd	30
W Crossroads Tr	W Tangerine Rd	Interstate 10 EB Frontage Rd	35
N Dove Mountain Blvd	W Brittle Bush Dr	N Secret Springs Dr	35
N Dove Mountain Blvd	N Secret Springs Dr	W Tangerine Rd	40
W Emigh Rd EB	N Sanders Rd	800 feet east of Sanders Rd	35
W Emigh Rd	800 feet east of N Sanders Rd	2550 feet west of N Sandario Rd	35
W Gladden Farms Dr	N Tangerine Farms Rd	N Lon Adams Rd	30
W Grier Rd	N Clyde Pl	N Sandario Rd	35
W Grier Rd	N Postvale Rd	630 feet west of N Galleno Av	35
W Hardin Rd	West Town limits	N Luckett Rd	50
N Hartman Ln, portions within Town Limits	W Linda Vista Bl	W Cortaro Farms Rd	35
W Ina Rd	Interstate 10	East Town Limits	40
W Ina Rd	West Town Limits	Interstate 10	45
W Kirby Hughes Rd	N Luckett Rd	I-10 EB Frontage Rd	35
W Linda Vista Blvd	W Twin Peaks Rd	East Town limits	45
N Lon Adams Rd	W Moore Rd	W Tangerine Rd/W Tangerine Farms Rd	30
N Luckett Rd	North end of road	W Hardin Rd	35
N Luckett Rd	W Hardin Rd	W Marana Rd	45
W Marana Main St	W Marana Rd	1100 ft west of Sandario Rd	45
W Marana Main St	1100 feet west of Sandario Rd	Sandario Rd	35
W Marana Rd EB	West Town limits	225 feet east of W Linda Ln	55
W Marana Rd WB	West Town limits	225 feet east of W Linda Ln	45
W Marana Rd	225 feet east of W Linda Ln	W Marana Main St	45
W Marana Rd	W Marana Main St	N Sandario Road	35
W Massingale Rd	Union Pacific Railroad	East Town Limits	35
N Midfield Rd	North end of Road	W Tangerine Rd	35
W Moore Rd	200 feet east of N High Hawk Dr	N Thornydale Rd	40
W Moore Rd	N Wild Burro Rd	N Dove Mountain Bl	30
W Moore Rd	N Sanders Rd	Interstate 10 EB Frontage Rd	35
W Oasis Rd	W Twin Peaks Rd	East Town Limits	35
N Oldfather Rd	Town limits	W Ina Rd	35
W Orange Grove Rd	Interstate 10	East Town limits	45
W Pima Farms Rd	N Scenic Dr	N Continental Reserve Lp	30
N Pima Reserve Dr	N Continental Reserve Lp	N Wade Rd	30
N Postvale Rd	Interstate 10 EB Frontage Rd	W Moore Rd	35
N Postvale Rd	W Adonis Rd	W Grier Rd	35
N Rillito Village Tr	W Tangerine Rd	Interstate 10 EB Frontage Rd	35
W River Rd	W Orange Grove Rd	South Town limits	45
N Saguaro Highlands Dr	W Twin Peaks Rd	N Saguaro Peaks Blvd	30
N Saguaro Peaks Blvd	W Lambert Ln	W Twin Peaks Rd	30
N Sandario Rd	W Marana Main St	W Moore Rd	35
N Sandario Rd SB	W Avra Valley Rd	2190 feet north of W Twin Peaks Rd	55
N Sandario Rd NB	W Avra Valley Rd	2725 feet south of W Avra Valley Rd	45
N Sandario Rd SB	2190 feet north of W Twin Peaks Rd	840 feet north of W Twin Peaks Rd	45
N Sandario Rd NB	2725 feet south of W Avra Valley Rd	W Twin Peaks Rd	55
N Sandario Rd SB	840 feet north of W Twin Peaks Rd	W Twin Peaks Rd	35
N Sandario Rd SB	W Twin Peaks Rd	1365 feet north of W Emigh Rd	45
Sandario Rd NB	W Twin Peaks Rd	900 feet south of W Twin Peaks Rd	35
N Sandario Rd SB	1365 feet north of W Emigh Rd	South Town limits	35
N Sandario Rd NB	900 feet south of W Twin Peaks Rd	South Town limits	45
N Sanders Rd	W Marana Rd	W Moore Rd	45
N Sanders Rd	W Moore Rd	3700 ft south of W Moore Rd	40
N Sanders Rd	3700 feet south of W Moore Rd	W Avra Valley Rd	50
N Sanders Rd	W Twin Peaks Rd	W Emigh Rd	45
N Sandy Desert Tr	W Cortaro Farms Rd	W Pima Farms Rd	30
N Silverbell Rd	1950 ft north of N Coachline Bl	W Twin Peaks Rd	35
N Silverbell Rd SB	W Twin Peaks Rd	325 feet north of W Sacramento Hill Dr	45
N Silverbell Rd NB	W Twin Peaks Rd	325 feet north of W Sacramento Hill Dr	35
N Silverbell Rd, portions within Town Limits	325 feet north of W Sacramento Hill Dr	South Town limits	45
W Silverbell Rd	West Town limits	1300 feet west of N Sanders Rd	50
W Silverbell Rd EB	1300 feet west of N Sanders Rd	N Sanders Rd	40
W Silverbell Rd WB	1300 feet west of N Sanders Rd	N Sanders Rd	50
W Sunset Rd	West Town limits	520 ft west of N Silverbell Rd	35
N Tangerine Farms Rd	W Clark Farms Blvd	W Moore Rd	35
N Tangerine Farms Rd WB	W Moore Rd	1645 feet east of Moore Rd	35
N Tangerine Farms Rd EB	W Moore Rd	1645 feet east of Moore Rd	45
N Tangerine Farms Rd	1645 feet east of Moore Rd	N Lon Adams Rd/W Tangerine Rd	45

STREET	FROM	TO	SPEED LIMIT (MPH)
W Tangerine Rd	N Lon Adams Rd	Interstate 10	45
W Tangerine Rd	Interstate 10	3165 ft east of the Union Pacific Railroad tracks	40
W Tangerine Rd	3165 ft east of the Union Pacific Railroad tracks	N Dove Mountain Bl	50
W Tangerine Rd	N Dove Mountain Bl	East Town limits	45
N Thornydale Rd	W T Bench Bar Wy	W Moore Rd	35
N Thornydale Rd	W Moore Rd	W Camino del Norte	40
N Thornydale Rd	580 ft north of W Ina Rd	W Ina Rd	40
N Thornydale Rd	W Ina Rd	W Orange Grove Rd	45
N Tiffany Lp	Interstate 10 EB Frontage Rd, 2050 ft north of Twin Peaks Rd	Interstate 10 EB Frontage Rd, 2280 ft south of Twin Peaks Rd	35
N Tortolita Rd	W Dry Creek Ct	840 feet north of W Panther Butte St	35
W Twin Peaks Rd, portions within Town Limits	N Sanders Rd	N Silverbell Rd	45
W Twin Peaks Rd	N Silverbell Rd	1250 ft west of N Tiffany Lp	35
W Twin Peaks Rd, portions within Town Limits	1250 ft west of N Tiffany Lp	N Dove Mountain Bl	45
N Wade Rd	N Silverbell Rd	South Town limits	35
N Wentz Rd	W Hardin Rd	W Grier Rd	35



Speed Zone Map Update

Fausto Burruel, P.E., Public Works Department

February 18, 2020

- Recent Development identified the need to adjust speed limits on adjacent roadways.
- Review of the Town Code identified the need to update the Speed Zone Map.

- Add new roadway segments
- Simplify speed limits
 - Eliminate short speed zones
 - Minimize number of occurrences where the speed limit is different for the same segment of roadway based on direction of travel
 - Use common beginnings/endings of speed zones
- Re-evaluate speed limits using engineering study and judgment

- “Reasonable and prudent maximum speed limits on roadways located within the town limits are set forth on the town speed zone map and accompanying table, adopted and amended from time to time by resolution of the council, upon recommendation by the town engineer and based on nationally-accepted traffic engineering standards.”
- Last adopted: 2006



ARIZONA REVISED STATUTES

- ARS 28-701
 - Speed limits in business or residential districts = 25 mph
 - Speed limits in other locations = 65 mph
- ARS 28-703
 - A local authority may increase the speed limit above 25 mph within any business or residential district
 - A local authority may decrease the limit below 65 mph outside of any business or residential district



ELIMINATE SHORT SPEED ZONES

- Cortaro Farms Road east of I-10
- Oasis Road, east of Twin Peaks
- Pima Farms Road, west of Moonfire Dr
- Thornydale Road, north of Tangerine Road



POST SAME SPEED LIMIT IN BOTH DIRECTIONS

- Cochie Canyon Trail approaching I-10
- Cortaro Road west of I-10
- Sandario Road, between Marana Main and Barnett Rd
- Tangerine Road, west of I-10
- Thornydale Road, between Tangerine and Camino del Norte



ADJUST BEGINNINGS/ENDINGS OF SPEED ZONES

- Sanders Road near Moore Rd
- Tortolita Road



ADJUSTMENTS

- ↓ Aerie Drive (from 35 mph to 30 mph)
- ↑ Marana Main Street and Marana Rd near roundabout (from 25 to 35)
- ↓ Moore Road in Dove Mountain (from 40 to 30)
- ↓ Sandario Road from railroad to roundabout (from 35 to 25)
- ↑ Sanders Road from Moore Rd to 3700 ft south of Moore Rd (from 35 to 40)

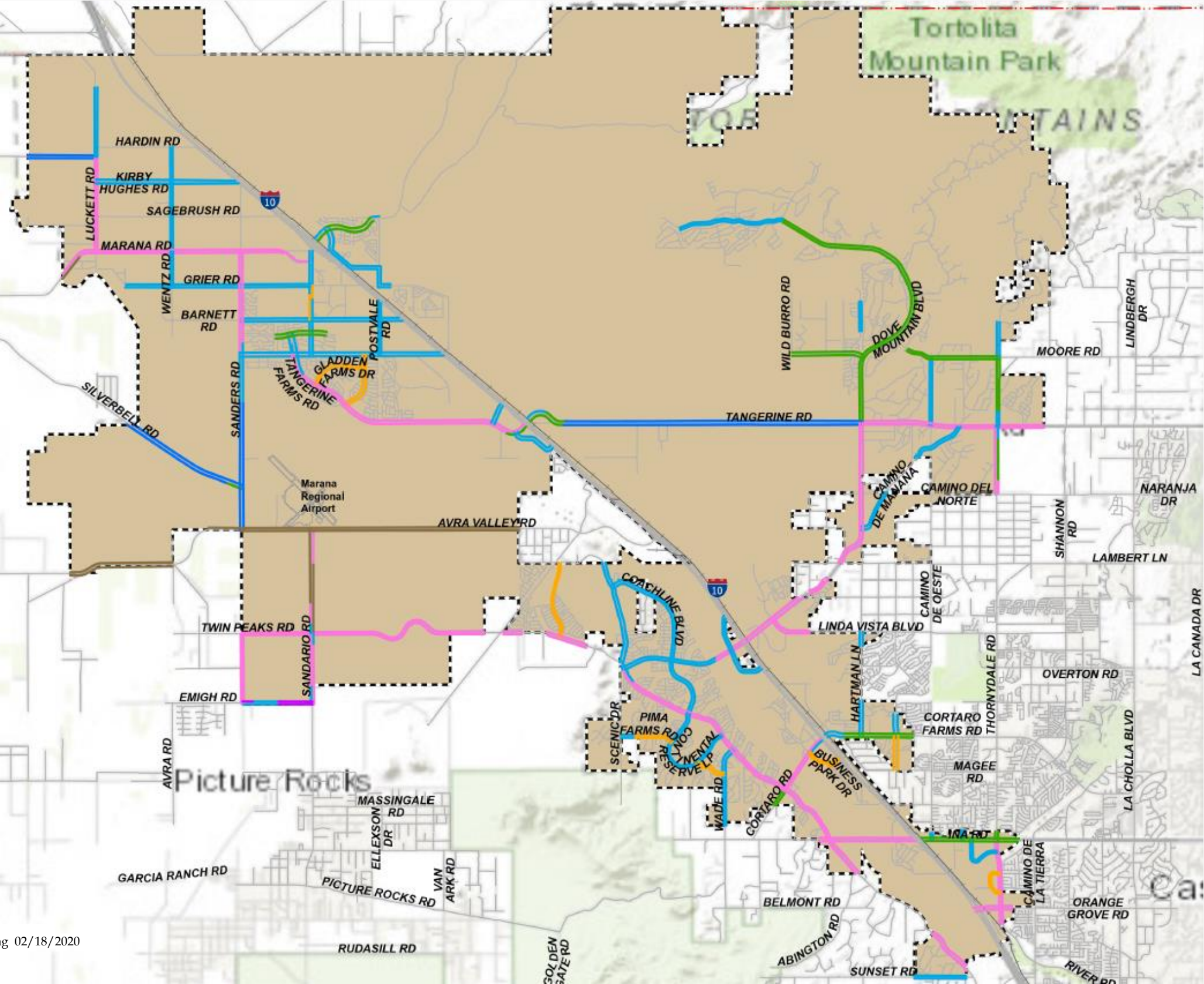


SPEED LIMIT UPDATE SUMMARY TABLE

Type	Street Name	From	To	SPEED LIMITS (MPH)			Action
				Current Mapped	Current Posted	Proposed	
Updates	W Clark Farms Blvd	N Sandario Rd	East end of road	40	35	35	Reflect existing posted speed limit
	W Cochie Canyon Tr (westbound)	N Arrow Shard Av	N Postvale Av	30	25	25	Remove segment on map but not posted.
	N Continental Links Dr	N Douglas Fir Dr	W Arizona Pavillions Dr	--	30	30	Existing road added to map
	W Massingale Rd	Union Pacific Railroad	East Town Limits	--	35	35	Existing road added to map
	N Midfield Rd	North end of Road	W Tangerine Rd	--	30	30	Existing road added to map
	N Saguaro Highlands Dr	W Twin Peaks Rd	N Saguaro Peaks Bl	--	30	30	Existing road added to map
Simplifications	W Cochie Canyon Tr	Union Pacific Railroad	N Arrow Shard Av	35 (WB)	35 (WB)	40	Post both directions 40 mph
	W Cortaro Farms Rd	Interstate 10	Cerius Stravenue	35	35	40	Delete short segment posted 35 mph
	N Cortaro Rd	W Arizona Pavilions	Interstate 10	35 (EB)/ 45 (WB)	35 (EB)/ 45 (WB)	40	Post both directions 40 mph from Arizona Pavillions to Cerius Stravenue
	W Oasis Rd	W Twin Peaks Rd	East Town Limits	--	30/35	35	Existing road added, match speed limit in unincorporated Pima County
	W Pima Farms Rd	N Scenic Dr	250 ft W of Moonfire Dr	35	35	30	Delete short segment posted 35 mph
	N Sandario Rd	W Marana Main St	W Barnett Rd	30/35	30/35	35	Post both directions 35 mph
	N Sanders Rd	W Marana Rd	W Moore Rd	35/45	35/45	45	Adjust breakpoint between posted speed limits
	W Tangerine Rd	800 ft W of N Rillito Village Tr	Interstate 10	40 (EB)	40 (EB)	45	Post both directions 45 mph
	W Tangerine Rd	Interstate 10	3165 ft east of the Union Pacific Railroad tracks	35 (WB)	35 (WB)	40	Post both directions 40 mph
	N Thornydale Rd	1170 ft N of Tangerine Rd	Tangerine Rd	35	35	40	Eliminate short segment posted 35 mph
	N Thornydale Rd	W Tangerine Rd	W Camino del Norte	35/40/45	35/40/45	40	Post both directions 40 mph
	Tortolita Rd	W Dry Creek Ct	840 feet north of W Panther Butte St	35	35	35	Adjust breakpoint between posted speed limits
Adjustments	W Aerie Dr	W Ina Rd	N Thornydale Rd	35	35	30	Lower speed limit to 30 mph to increase safety. Studies indicate advisory speeds are 15 mph and 20 mph for westbound and southbound, respectively.
	W Marana Main St	1100 feet west of Sandario Rd	Sandario Rd	25 (EB)/ 45 (WB)	25	35	Increase speed limit for better driver compliance
	W Marana Rd	W Marana Main St	N Sandario Road	25	25	35	Increase speed limit for better driver compliance
	W Moore Rd	N Wild Burro Rd	N Dove Mountain Bl	40	40	30	Reduce speed limit reduction as recommended by traffic engineering firm for the new Dove Mountain CSTEM school
	N Sandario Rd	Union Pacific Railroad	W Marana Main St	35	35	25	Reduce speed limit to match operating conditions
	N Sanders Rd	W Moore Rd	3700 ft south of W Moore Rd	35	35	40	Increase speed limit for better driver compliance



CURRENT

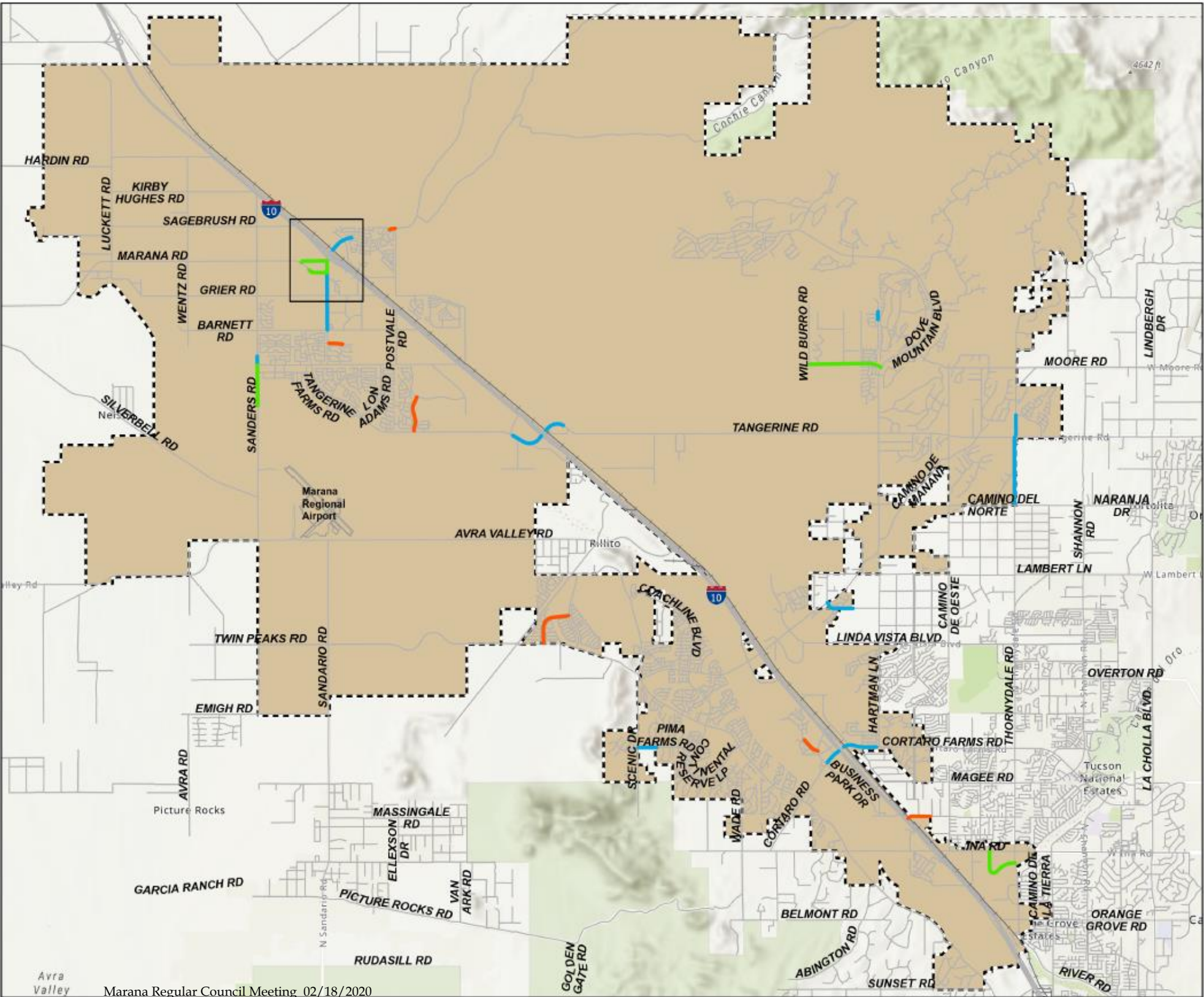


SUMMARY MAP

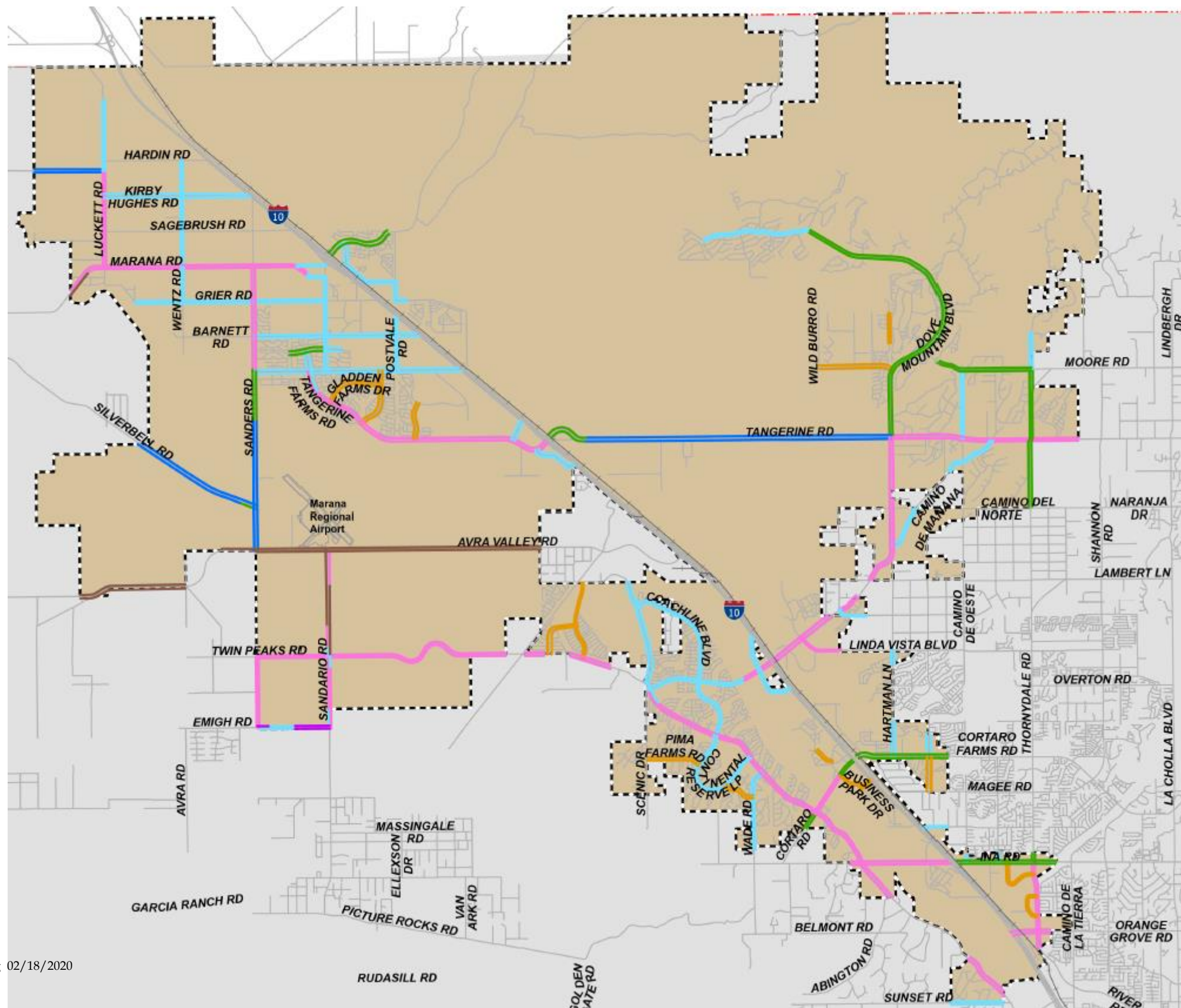


Speed Limit Update Summary Map

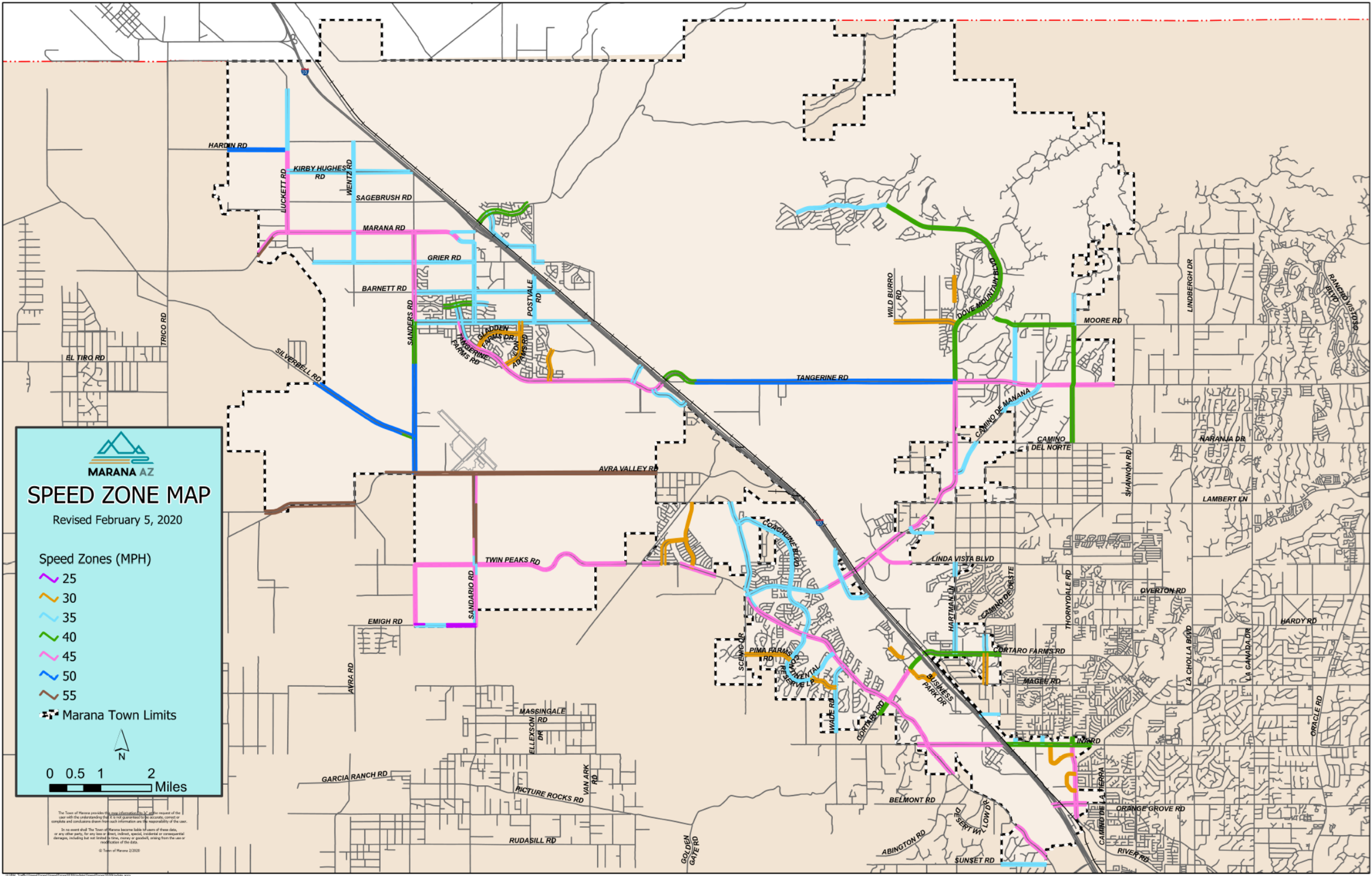
- Type
- Adjustment
 - Adjustment (Mixed)
 - Simplification
 - Update



PROPOSED



UPDATED
SPEED ZONE MAP



Questions?



Council-Regular Meeting

A3

Meeting Date: 02/18/2020

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: February 18, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-018: Relating to Public Works; approving and authorizing the Mayor to sign an acquisition agreement with Pima County and Marana Unified School District #6 for acquisition of property rights needed for the Lon Adams Road Reconstruction (Marana Project ST068) (Frank Cassidy)

Discussion:

The Town is proceeding with the design and construction of the Lon Adams Road Reconstruction (Marana Project ST068), which includes eliminating the offset intersection of Civic Center Drive and Lon Adams Drive. To get to Ora Mae Harn Park, a motorist driving eastbound on Civic Center Drive approaching Lon Adams next to the post office currently needs to turn southbound on Lon Adams briefly before turning left (eastbound) into the access road to the park next to the former Geasa Library building.

Eliminating the intersection offset will require the park access road to be relocated northward into the parking lot of the former Geasa Library building, which is owned by Pima County but operated by MUSD under a lease-purchase agreement. Pima County and MUSD are willing to give the Town the right-of-way needed to relocate the access road in exchange for the Town redesigning and reconstructing the parking lot to accommodate the relocated access road.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Y

Amount: \$98,000

The estimated cost of design and reconstruction of the parking lot to accommodate the relocated access road is estimated to be \$98,000.00.

The funding necessary for the reconstruction of the parking lot, and associated closing costs, is available within the Lon Adams Road Reconstruction (Marana Project ST068) budget. No additional project funding will be required.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-018, approving and authorizing the Mayor to sign an acquisition agreement with Pima County and MUSD for acquisition of property rights needed for the Lon Adams Road Reconstruction project.

Suggested Motion:

I move to adopt Resolution No. 2020-018, approving and authorizing the Mayor to sign an acquisition agreement with Pima County and MUSD for acquisition of property rights needed for the Lon Adams Road Reconstruction project.

Attachments

Resolution No. 2020-018

Lon Adams ROW acquisition PC MUSD

MARANA RESOLUTION NO. 2020-018

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN ACQUISITION AGREEMENT WITH PIMA COUNTY AND MARANA UNIFIED SCHOOL DISTRICT #6 FOR ACQUISITION OF PROPERTY RIGHTS NEEDED FOR THE LON ADAMS ROAD RECONSTRUCTION (MARANA PROJECT ST068)

WHEREAS the Town is proceeding with the design and construction of the Lon Adams Road Reconstruction (Marana Project ST068) (the "Project"); and

WHEREAS the Town needs certain property rights from the former Geasa Library site, Pima County Assessor's Parcel No. 217-36-004A (the "Subject Property"), for the Project; and

WHEREAS the Subject Property is owned by Pima County and is subject to a lease-purchase agreement with Marana Unified School District #6 ("MUSD"); and

WHEREAS Town staff has negotiated an Acquisition Agreement with Pima County and MUSD that provides in-kind compensation as set forth in the Acquisition Agreement, consisting primarily of redesign and reconstruction of the Subject Property's parking lot; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the Acquisition Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Acquisition Agreement with Pima County and MUSD, for the acquisition of right-of-way needed for the Project, is hereby approved in substantially the form found in the agenda materials accompanying this resolution, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of February, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



ENGINEERING DEPARTMENT

ACQUISITION AGREEMENT

This Agreement is made by and between **PIMA COUNTY** (the "County"), a body politic and corporate of the State of Arizona, **MARANA UNIFIED SCHOOL DISTRICT # 6** ("MUSD"), a political subdivision of the State of Arizona, and the **TOWN OF MARANA** (the "Town"), an Arizona municipal corporation. The County and MUSD are collectively referred to as the "Owners." The County, MUSD, and the Town are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

1. **The Property.** The County is the title owner of and MUSD holds a lease-purchase interest in the land currently identified as Pima County Assessor's Parcel Number 217-36-004A, consisting of approximately 2.5 acres in the Northeast quarter of Section 27, Township 11 South, Range 11 East, G&SRM, and referred to in this Agreement as the "Property."
2. **The Acquisition.** The Town needs to acquire from the Property public rights-of-way in fee for public roads (collectively, the "Takes"). The Takes are described and depicted in Exhibit A, attached.
3. **The Compensation.** In lieu of court proceedings to acquire the Takes by eminent domain, the Owners agree to sell and the Town agrees to acquire the Takes in exchange for the Town's design and construction of the work described in paragraph 4 below (the "In-Kind Compensation"), subject to the terms and conditions set forth in this Agreement.
4. **The In-Kind Compensation.** The In-Kind Compensation consists of the Town's design and construction of a reconfigured parking lot on the former Geasa Library site (the Property). The Town shall design the work in coordination with the Owners, and construction shall be done in accordance with the plans reasonably approved by the Owners. The conceptual design is in Exhibit B, attached.
5. **Conveyancing Instruments.** Upon execution of this Agreement, the Owners shall provide to the Town's attorneys the form or forms of one or more conveyancing instruments and other documentation necessary to convey the Takes to the Town without warranty. The Town's attorneys shall have the right to make or require reasonable revisions of the conveyancing instruments and other documentation.
6. **No Salvage.** The Owners shall not salvage or remove any fixtures, improvements, or vegetation, located within the Takes. Personal property may be removed prior to recording of the conveyancing instruments.

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2/4/2020 8:53 AM

Marana Mayor and Council Approval:		Resolution No. 2020-_____, adopted on
S 27 /T11S /R11E	Lon Adams Road Reconstruction (Marana Project ST068)	
Parcel No. 217-36-004A		Pima County/MUSD Acquisition Agt.

7. **Prorations.** The Owners represent that there are no rents, property taxes or other similar costs affected by the Takes that would require proration among the Parties.
8. **Clearance of Clouds on Title.** The Owners shall cooperate with the Town in removing any items listed in Schedule B of the title report the Town reasonably determines are unacceptable.
9. **Closing.** The conveyancing instruments shall be recorded on or before 45 days after substantial completion of construction which constitutes the In-Kind Compensation.
10. **Environmental Representations.** Neither Party assumes any obligation of the other Party relating to any potential liability arising from the environmental condition of the Takes. Each Party shall remain responsible for its obligations as set forth by law.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction.
12. **Closing Costs.** The Town shall pay expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and owner's Title Insurance Policy.
13. **Temporary Construction Easement.** Upon execution of this Agreement, the County's Real Property Services Manager is authorized to sign a Temporary Construction Easement in substantially the form attached to this Agreement as Exhibit C, allowing the Town to proceed with construction before the recording of the conveyancing instruments.
14. **No Sale.** The Owners shall not sell or encumber the Takes prior to the recording of the conveyancing instruments.
15. **Conflict of Interest.** This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by government entities for certain conflicts of interest.
16. **Termination of Representation and Warranties.** All representations and warranties contained in this Agreement shall terminate at recording of the conveyancing instruments.
17. **Entire Agreement.** This signed document shall constitute the entire Agreement among the Parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by the Parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Takes and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property for the Takes.
18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
19. **Compromise and Settlement.** The Parties acknowledge that the In-Kind Compensation was agreed upon through compromise and settlement to avoid litigation.
20. **Approval by Governing Bodies.** This Agreement is subject to approval by the governing bodies of each of the respective Parties.

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2/4/2020 8:53 AM

Marana Mayor and Council Approval:		Resolution No. 2020-_____, adopted on
<u>S 27 /T11S /R11E</u>	<u>Lon Adams Road Reconstruction (Marana Project ST068)</u>	
Parcel No. 217-36-004A		Pima County/MUSD Acquisition Agt.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the last signature date below.

The "TOWN":
TOWN OF MARANA, an Arizona
municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

Marana Town Clerk

APPROVED AS TO CONTENT:

By: _____
Keith Brann, P.E., Town
Engineer

APPROVED AS TO FORM:

Marana Town Attorney

The "COUNTY":
PIMA COUNTY, a body politic
and corporate of the State
of Arizona

By: _____
Richard Elias, Chair
Pima County Board of
Supervisors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy Pima County Attorney

"MUSD":
MARANA UNIFIED SCHOOL
DISTRICT #6, a political
subdivision of the State of
Arizona

By: _____
Dr. Maribel Lopez,
President
MUSD Governing Board

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Attorney for MUSD

Marana Mayor and Council Approval:		Resolution No. 2020-_____, adopted on
S 27 /T11S /R11E	Lon Adams Road Reconstruction (Marana Project ST068)	
Parcel No. 217-36-004A		Pima County/MUSD Acquisition Agt.

EXHIBIT A TO ACQUISITION AGREEMENT
Page 1 of 4

EXHIBIT "A"
LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
ASSESSOR PARCEL 217-36-004A



Date: November 6, 2019

Project No.: 1904051

New Right-of-Way No. 1

That portion of the Northeast quarter of Section 27, Township 11 South, Range 11 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Center quarter corner of said Section 27 being a 3" brass cap RLS #13187 from which the North quarter corner of said Section 27 being a 3" brass cap RLS #37400 bears North 00 degrees 36 minutes 30 seconds West, 2629.80 feet;

Thence North 00 degrees 36 minutes 30 seconds West, 1060.03 feet along the North-South Mid Section Line of said Section 27;

Thence North 89 degrees 19 minutes 14 seconds East, 30.00 feet to a point that lies on the East right-of-way line of Lon Adams Road being the **POINT OF BEGINNING**;

Thence North 00 degrees 36 minutes 30 seconds West, 70.97 feet along said East right-of-way line;

Thence South 82 degrees 18 minutes 40 seconds East, 39.38 feet to the point of curvature of a circular curve to the right having a radius of 183.44 feet;

Thence Easterly 59.48 feet along said curve through a central angle of 18 degrees 34 minutes 47 seconds to the point of a reverse curve having a radius of 148.44 feet;

Thence Easterly 69.82 feet along said curve through a central angle of 26 degrees 56 minutes 53 seconds to the point of tangency;

Thence North 89 degrees 19 minutes 14 seconds East, 337.28 feet;

Thence South 00 degrees 36 minutes 22 seconds East, 31.16 feet;

Thence South 89 degrees 19 minutes 14 seconds West, 499.99 feet to said **POINT OF BEGINNING**.

Said parcel containing 18,885 square feet (0.434 acres), more or less.

EXHIBIT A TO ACQUISITION AGREEMENT

Page 2 of 4



New Right-of-Way No. 2

That portion of the Northeast quarter of Section 27, Township 11 South, Range 11 East of the Gila and Salt River Meridian, Pima County, Arizona, described as follows:

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Thence North 00 degrees 36 minutes 30 seconds West, 70.97 feet along said East right-of-way line being the **POINT OF BEGINNING**;

Thence North 00 degrees 36 minutes 30 seconds West, 152.88 feet along said East right-of-way line;

Thence North 89 degrees 42 minutes 00 seconds East, 15.00 feet;

Thence South 00 degrees 36 minutes 30 seconds East, 154.98 feet;

Thence North 82 degrees 18 minutes 40 seconds West, 15.16 feet to said **POINT OF BEGINNING**.

Said parcel containing 2,309 square feet (0.0.053 acres), more or less.

Professional Land
Surveyor AZ No. 19817

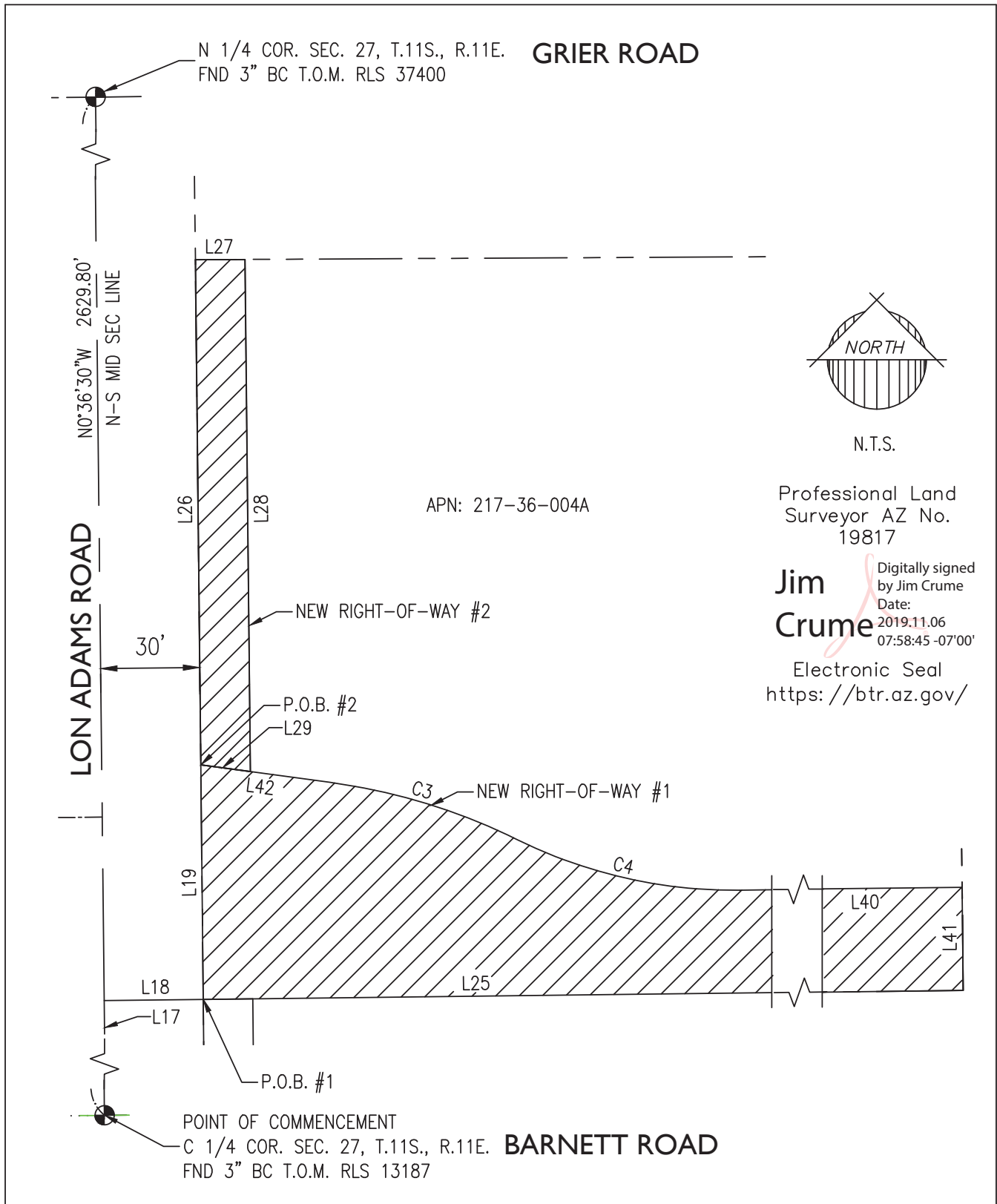
**Jim
Crume**
Digitally signed
by Jim Crume
Date:
2019.11.06
07:58:29 -07'00'

Electronic Seal

<https://btr.az.gov/>

EXHIBIT A TO ACQUISITION AGREEMENT

Page 3 of 4



LON ADAMS ROAD NEW RIGHT-OF-WAY EXHIBIT

SHEET 1 OF 2

PROJECT NO: 1904051



COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
PHOENIX, ARIZONA 85020
602-678-5111

EXHIBIT A TO ACQUISITION AGREEMENT

Page 4 of 4

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C3	59.48'	183.44'	18°34'47"	30.01'	59.22'	N73°01'17"W
C4	69.82'	148.44'	26°56'53"	35.57'	69.17'	S77°12'20"E

LINE TABLE		
LINE	BEARING	LENGTH
L17	N00°36'30"W	1060.03'
L18	N89°19'14"E	30.00'
L19	N00°36'30"W	70.97'
L25	S89°19'14"W	499.99'
L26	N00°36'30"W	152.88'
L27	N89°42'00"E	15.00'
L28	S00°36'30"E	154.98'
L29	N82°18'40"W	15.16'
L40	N89°19'14"E	337.28'
L41	S00°36'22"E	31.16'
L42	S82°18'40"E	39.38'

Professional Land
Surveyor AZ No.
19817

Jim
Crume
Digitally signed
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LON ADAMS ROAD
NEW RIGHT-OF-WAY EXHIBIT

SHEET 2 OF 2

PROJECT NO: 1904051

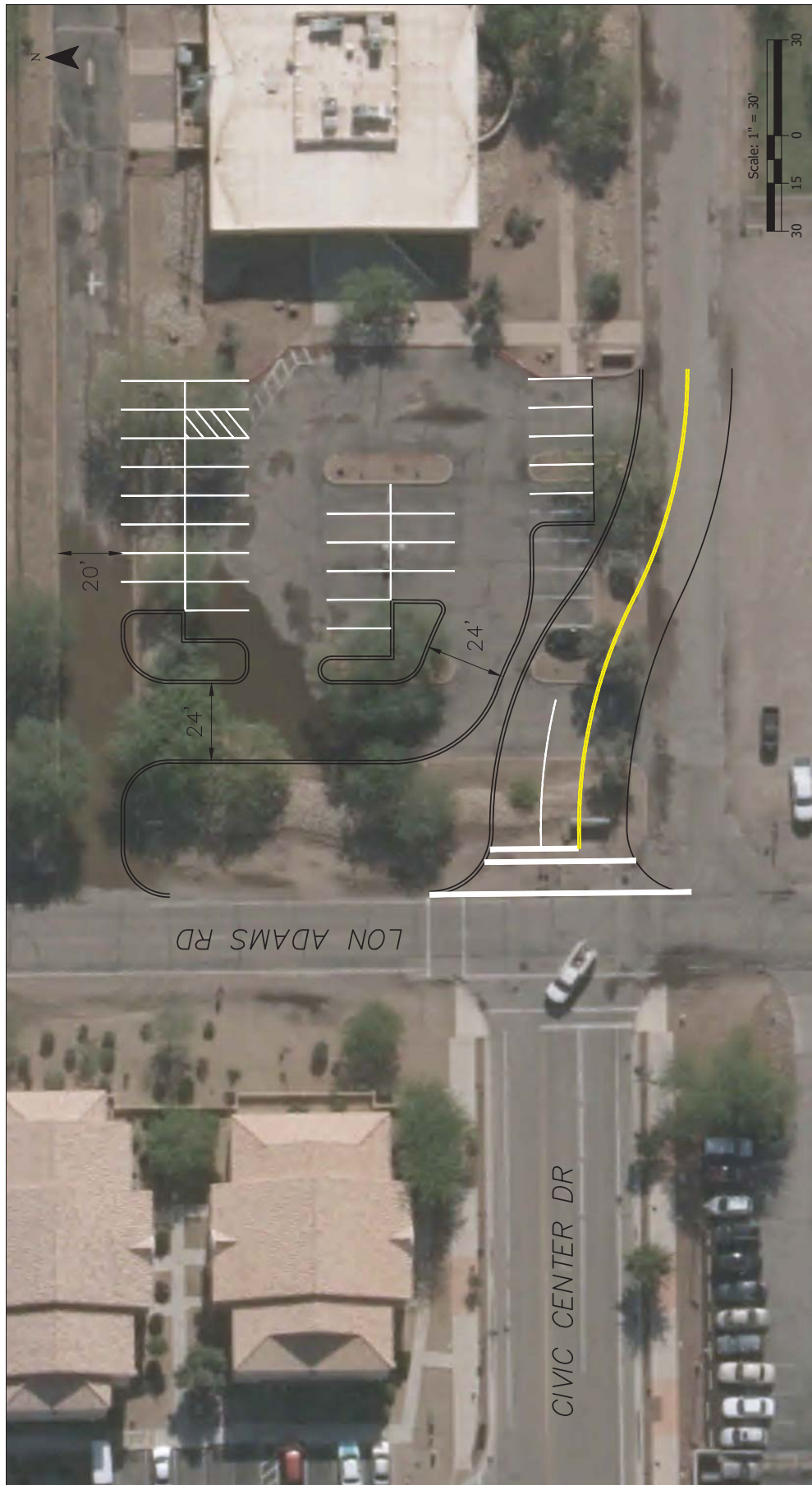


COOPER AERIAL SURVEYS CO.
11402 N. CAVE CREEK ROAD
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EXHIBIT B TO ACQUISITION AGREEMENT

May 2019

23424 - Lon Adams Reconstruction



Parking Lot Modification Concept
Marana, Arizona

Figure
1

K KITTELSON
& ASSOCIATES

**TEMPORARY CONSTRUCTION EASEMENT AND
RIGHT OF ENTRY**

PIMA COUNTY (the “County”), a political subdivision of the State of Arizona, is the title owner and **MARANA UNIFIED SCHOOL DISTRICT #6** (“MUSD”), a political subdivision of the State of Arizona, holds a lease-purchase interest in the “Subject Property” as defined below. The County and MUSD are collectively referred to in this instrument as the “Grantors.”

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant without warranty to the **TOWN OF MARANA** (the “Grantee”), an Arizona municipal corporation, a Temporary Construction Easement and Right of Entry over the “Subject Property,” which is legally described and depicted in Exhibit A attached to and incorporated by this reference into this instrument.

This Temporary Construction Easement and Right of Entry is granted for the purpose of allowing Grantee to construct a public road on the Subject Property, in advance of entering into a formal acquisition agreement with the Grantors to acquire fee title to the Subject Property.

All costs associated with this Temporary Construction Easement and Right of Entry shall be at the sole expense of the Grantee. Grantee assumes responsibility and liability for any injury or damage to the Subject Parcel and to the larger parcel of which it is a part or to any person while exercising Grantee’s rights under this Temporary Construction Easement and Right of Entry provided such damage or injury is caused by the exercise of this Temporary Construction Easement and Right of Entry.

This Temporary Construction Easement and Right of Entry shall take effect immediately and shall expire and terminate when Grantee acquires fee title to the Subject Property, which is anticipated to occur within 180 days after the last of the Grantors’ signatures below.

EXHIBIT C TO ACQUISITION AGREEMENT

Page 2 of 6

GRANTED this ____ day of November, 2019.

GRANTORS:

ACCEPTED:
TOWN OF MARANA

PIMA COUNTY, a political subdivision of the
State of Arizona

Keith Brann, Town Engineer

By: _____

APPROVED AS TO FORM:

Its: _____

Frank Cassidy, Town Attorney

MARANA UNIFIED SCHOOL DISTRICT #6, a
political subdivision of the State of
Arizona

By: _____

Its: _____

STATE OF ARIZONA)
County of Pima) ss

The foregoing instrument was acknowledged before me this _____ day of
November, 2019, by _____, authorized signatory of
PIMA COUNTY, a political subdivision of the State of Arizona, on its behalf.

(Seal)

Notary Public

STATE OF _____)
County of _____) ss

The foregoing instrument was acknowledged before me this _____ day of
November, 2019, by _____, authorized signatory of
MARANA UNIFIED SCHOOL DISTRICT #6, a political subdivision of the State of Arizona, on
its behalf.

(Seal)

Notary Public

EXHIBIT C TO ACQUISITION AGREEMENT

Page 3 of 6

EXHIBIT "A"

LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
ASSESSOR PARCEL 217-36-004A



Date: November 6, 2019

Project No.: 1904051

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EXHIBIT C TO ACQUISITION AGREEMENT

Page 4 of 6



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Surveyor AZ No. 19817

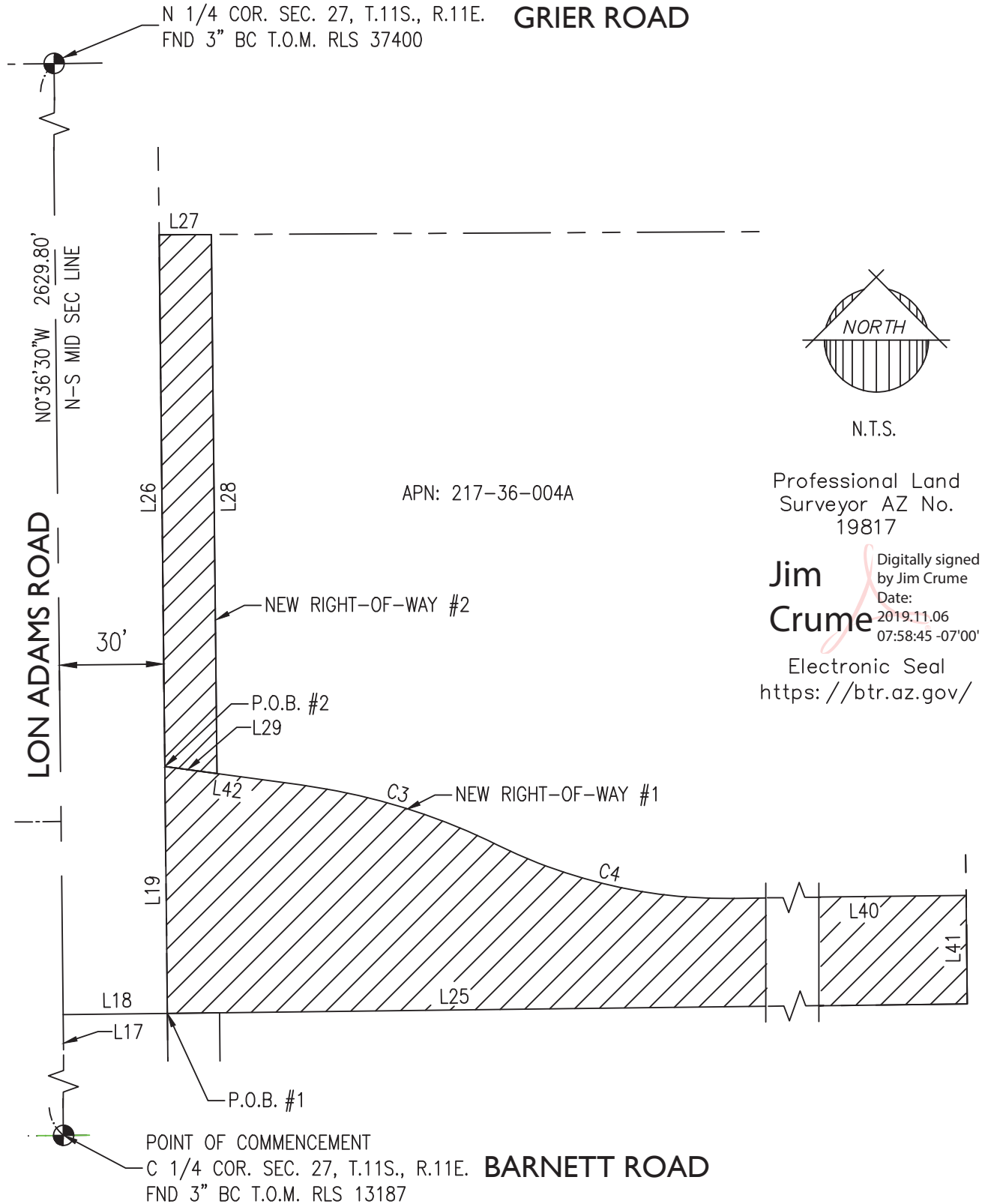
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EXHIBIT C TO ACQUISITION AGREEMENT

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LON ADAMS ROAD NEW RIGHT-OF-WAY EXHIBIT

SHEET 1 OF 2

PROJECT NO: 1904051



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EXHIBIT C TO ACQUISITION AGREEMENT

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**LON ADAMS ROAD
NEW RIGHT-OF-WAY EXHIBIT**

SHEET 2 OF 2

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