



AMENDED 03/16/2020 AT 5:40 P.M.

MARANA TOWN COUNCIL REGULAR COUNCIL MEETING NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 17, 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
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 March 17, 2020, at or after 6:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 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 Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

- P1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

CONSENT AGENDA

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

- C1 Resolution No. 2020-027: Relating to Development; accepting Midfield Road Station 27+50 to 36+56.77 for maintenance (Keith Brann)
- C2 Resolution No. 2020-028: Relating to Administration; approving and authorizing the Finance Director to execute an Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)
- C3 Approval of the March 3, 2020 Regular Council Meeting Summary and the February 25, 2020 Council Special Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #012 Restaurant liquor license application submitted by Kevin Arnold Kramber on behalf of Boston's The Gourmet Pizza located at 5825 W. Arizona Pavilions Drive Marana, Arizona 85653 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 PUBLIC HEARING: Ordinance No. 2020.005: Relating to Development; amending Marana Ordinance No. 2017.008, which approved the rezoning of approximately 34 acres of land located east of Twin Peaks Road and north of the Lambert Lane alignment, by revising the conceptual development plan and increasing the maximum number of lots from 59 to 62 (Brian D. Varney)
- A2 Ordinance No. 2020.006: *Relating to Utilities; temporarily suspending enforcement of Marana Town Code section 14-5-4 (Nonpayment of delinquent bill; filing of lien; interest) as it relates to disconnecting utility service for non-payment; and declaring an emergency (David L. Udall)*
- A3 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)
- A4 Resolution No. 2020-029: *Relating to Personnel; approving a temporary personnel policy regarding employee leave and telecommuting (Jane Fairall)*
- A5 Resolution No. 2020-030: *Relating to Mayor and Council; temporarily suspending Marana Resolution No. 2009-69 section 2, subsection H, regarding the number of members of the Town Council and of special and standing boards, commissions, and committees of the Town allowed to participate in a public meeting by electronic attendance; and declaring an emergency (David L. Udall)*

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

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



Council-Regular Meeting

P1

Meeting Date: 03/17/2020

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: March 17, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

Discussion:

Since 2009, the Town has reviewed its town-wide, Comprehensive Fee Schedule annually to ensure that the Town is continuing to cover its costs, where appropriate, and that it is charging fair and equitable fees to its customers.

Staff conducted this year's review of the Comprehensive Fee Schedule with the following goals in mind:

- Ensure that fees reflect the actual cost of providing programs and services to customers, where appropriate.
- Identify opportunities to streamline, consolidate and modernize the application and use of our fees to encourage/facilitate development.
- Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule.

This evening we are only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction regarding proposed changes. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on May 19, 2020.

Pursuant to A.R.S. Section 9-499.15, the Town will properly post notice of possible changes to the Comprehensive Fee Schedule. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days

before the meeting at which the new fees and/or fee increases will be considered for approval.

Staff Recommendation:

Presentation, discussion, and possible direction only.

Suggested Motion:

Presentation, discussion, and possible direction only.

Attachments

Comprehensive Fee Update
Presentation of Proposed Changes

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport							
Add new fee	Fuel Flowage Fee; Self-Fueler Based Aircraft Tenant	n/a	Per Gallon Delivered	n/a	\$0.20		Establishing fee based on market average rate
Add new fee	Payment Late Fee	n/a	Per Month	n/a	\$25.00 or 3% of balance whichever is greater		Establishing fee based on market average rate
Add new fee	SASO-Aircraft management of one or more piston-engine aircraft less than 12,500 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	\$100		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	SASO-Aircraft management of each turbine/jet aircraft less than 12,500 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	\$150		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	SASO-Aircraft management of each aircraft weighing 12,500-29,999 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	\$250.00		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	SASO-Aircraft management of each aircraft greater than 30,000 pounds certificated maximum takeoff weight	n/a	Per Month	n/a	\$350.00		Incorporating fee per airport's 2003 minimum standard's document
Add new fee	Aircraft Parking 200,000-300,000 Lbs. (Daily)	Per Day	Per Day	n/a	\$200.00		New fee based on anticipated demand due to current events
Add new fee	Aircraft Parking 200,000-300,000 Lbs (Monthly)	Per Month	Per Month	n/a	\$2,000.00		New fee based on anticipated demand due to current events

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport Cont.							
Increase existing fee	Airship Parking	Daily	Daily	\$50.00	\$75.00		Increase based on nature of operations and number of vehicles on property during these operations
Increase existing fee	Fuel Flowage Fee-Avgas; FBO or SASO with ground lease	Per Gallon Delivered	Per Gallon Delivered	\$0.09	\$0.11		Updated rate analysis performed by Genesis Consulting
Increase existing fee	Fuel Flowage Fee-Jet A; FBO or SASO with ground lease	Per Gallon Delivered	Per Gallon Delivered	\$0.09	\$0.12		Updated rate analysis performed by Genesis Consulting
Increase existing fee	Fuel Flowage Fee; Commercial Self-Fueler with Permit	Per Gallon Delivered	Per Gallon Delivered	\$0.20	\$0.22		CPI increase of 9.7% over 7 years
Increase existing fee	Airport Access ID Card-New	Per Card	Per Card	\$10.00	\$15.00		Increase based on increased cost of material
Increase existing fee	Aircraft Parking <5,000 Lbs. (Daily)	Per Day	Per Day	\$7.00	\$10.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking <5,000 Lbs. (Monthly)	Per Month	Per Month	\$50.00	\$60.00		CPI increase of 9.7% over 7 years plus \$5 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 5,000 – 7,499 Lbs. (Daily)	Per Day	Per Day	\$10.00	\$15.00		CPI increase of 9.7% over 7 years plus \$5 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 5,000 – 7,499 Lbs. (Monthly)	Per Month	Per Month	\$72.00	\$85.00		CPI increase of 9.7% over 7 years plus \$6 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 7,500 – 12,499 Lbs. (Daily)	Per Day	Per Day	\$15.00	\$20.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport Cont.							
Increase existing fee	Aircraft Parking 7,500 – 12,499 Lbs. (Monthly)	Per Month	Per Month	\$116.00	\$135.00		CPI increase of 9.7% over 7 years plus \$8 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 12,500 – 24,999 Lbs. (Daily)	Per Day	Per Day	\$30.00	\$35.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 12,500 – 24,999 Lbs. (Monthly)	Per Month	Per Month	\$172.00	\$200.00		CPI increase of 9.7% over 7 years plus \$10 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 25,000 – 49,999 Lbs. (Daily)	Per Day	Per Day	\$35.00	\$45.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 25,000 – 49,999 Lbs.(Monthly)	Per Month	Per Month	\$284.00	\$300.00		CPI increase of 9.7% over 7 years plus \$13 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 50,000 – 99,999 Lbs. (Daily)	Per Day	Per Day	\$75.00	\$90.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 50,000 – 99,999 Lbs. (Monthly)	Per Month	Per Month	\$562.00	\$632.00		CPI increase of 9.7% for 7 years plus \$17 monthly premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 100,000 – 200,000 Lbs. (Daily)	Per Day	Per Day	\$150.00	\$175.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Aircraft Parking 100,000 – 200,000 Lbs. (Monthly)	Per Month	Per Month	\$1,119.00	\$1,250.00		CPI increase of 9.7% over 7 years plus premium for new pavement and increased cost of upkeep
Increase existing fee	Vehicle/Trailer/Fuel Truck Parking (Daily)	Per Day	Per Day	\$32.00	\$35.00		CPI increase of 9.7% over 7 years

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions & Modifications: Airport Cont.							
Increase existing fee	Vehicle/Trailer/Fuel Truck Parking (Monthly)	Per Month	Per Month	\$284.00	\$312.00		CPI increase of 9.7% over 7 years
Increase existing fee	Airport Aeronautical Use Fee/Commercial Photography	Per Day	Per Day	\$250.00	\$300.00		CPI increase over 7 years and increased cost of upkeep
Increase existing fee	Airport Non-Aeronautical Use Fee/Commercial Filming	Per Day	Per Day	\$500.00	\$600.00		CPI increase over 7 years and increased cost of upkeep
Eliminations: Airport							
Eliminate existing fee	Late Fee – Monthly Open Tie-Down	Per Month	n/a	\$25.00	n/a		Incorporate into general late fee

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions: Police Department							
Add new fee	Facility Use; Marana PD Community Room; Security Deposit	n/a	n/a	n/a	\$200.00	If required by the Town based on nature of event, number of participants, and past use.	Adding Marana PD community room to comprehensive fee schedule. Charge amount comperable to Conference Center security deposit amount.
Modifications : Parks & Recreation							
Increase existing fee	Park Rental Bundle	Per Date	Per Park/ Per Date	\$300.00	\$500.00	Reservation of all rentable park spaces, utilities, Event Application Fee, Beer & Wine Permit. (Additional fees for liquor license may apply for public events). Applications can be submitted up to 6 months in advance.	The current fee consists of general park custodial duties, electricity, beer & wine permit, and park lighting. Fees are under consideration due to competitive rates and attendance size that impacts the Parks Maintenance team and increased wear and tear on our assets. (Competitive Rates: Oro Valley: \$600; Pima County: \$200 per field/per date, plus add on fees such as lights, jumping castles, etc.)
Clarifications: Development Services							
Modify existing fee	Developement Services - Planning	Per Plan	Per Permit	\$75.00	see note	Fee is ~~\$75.00~~ \$300.00 for up to 2 signs and ~~\$150.00~~ \$500.00 for 3 or more signs.	Combine the planning review fee with the building permit fee to simplify and provide the customers with a predicable cost. Currently the building permit fee is calculated based on valuation per resolution 2011-65. A higher or lower valuation does not effect review time or inspection time spent. \$300 will cover 2 reviewers, inspections and admin time for 2 signs. The 2nd tier covers additional review & inspection time for more than 2 signs. The average cost for 2019 was approximatly \$480.00 as a combined fee.
Clarification of existing fee	Photovoltaic System for <u>Water</u> /Pool Heater; Residential	Per Permit		\$50.00		Includes structural review of loading on roof, backflow preventer and pump	Description change to include solar water heater permits. These are similar in nature to solar pool heaters.
Clarification of existing fee	Photovoltaic System for <u>Water</u> /Pool Heater; Commercial	Per Permit		\$150.00			Description change to include solar water heater permits. These are similar in nature to solar pool heaters.



Comprehensive Fee Schedule Update

Yiannis Kalaitzidis, CPA
Finance Director

March 17, 2020



BACKGROUND & FY 2021 GOALS

- First comprehensive schedule in 2009
- Commitment to maintaining the schedule
- Goals in comprehensive fee schedule update
 - Standardize fees across departments
 - Ensure fees are fair, equitable and reflect the value of services provided to customers
 - Eliminate errors, inconsistencies and unused items within the existing comprehensive fee schedule
 - Identify opportunities to streamline, consolidate and modernize to encourage/facilitate development



FY 2021 CHANGE SUMMARY

- Total of 37 Requested Changes for FY 2021 Update
 - Added Fees: 9
 - Eliminated Fees: 1
 - Total Modification to Existing Fees: 27
 - Modifications: 1
 - Clarifications: 2
 - Increases: 24
 - Decreases: 0



FY 2020-2021 TIMELINE

Fiscal Year 2020 - 2021	
Dates:	Task Description:
December 9, 2019	Comprehensive Fee Schedule kick-off
January 10, 2020	Comprehensive fee schedule proposed changes to Finance
January 15, 2020	Comprehensive fee schedule proposed changes to committee members
January 28, 2020	Comprehensive Fee Schedule committee meeting #1
February 4, 2020	Comprehensive Fee Schedule committee meeting #2
February 28, 2020	Outreach to MPA/SABA/ Other relevant stakeholders
March 17, 2020	<i>Council study session</i>
May 19, 2020	Possible Adoption of Comprehensive Fee Schedule update
July 1, 2020	Possible effective date of new fee structure

- Notice of intent to consider changes posted at least 60 days prior to meeting (ARS §9-499.15)
- Outreach to possible stakeholders



AIRPORT: PROPOSED CHANGES

- Proposed Fee Additions:

- Fuel flowage fee- Self-fueler based aircraft tenant
- Payment Late fee
- SASO- Aircraft management of aircraft based on multiple takeoff weights
- Airship Parking Daily/Monthly

- Proposed Fee Eliminations:

- Late fee- Monthly open tie-down

- Proposed Fee Increase:

- Airship Parking Daily
- Fuel Flowage Fees (Aviation Gas, Jet A; FBO or SASO)
- Airport Access ID Card New
- Aircraft Parking by Weight (Daily/ Monthly)
- Vehicle/ Trailer/Fuel Truck Parking (Daily/Monthly)
- Airport Aeronautical Use Fee Commercial Photography
- Airport Non-Aeronautical Use Fee Commercial Filming



POLICE DEPARTMENT: PROPOSED CHANGES

- Proposed Fee Additions:
 - Facility Use Marana PD Community Room; Security Deposit



PARKS AND RECREATION: PROPOSED CHANGES

- Proposed Fee Increase:
 - Park Rental Bundle



DEVELOPMENT SERVICES: PROPOSED CHANGES

- Proposed Fee Modifications:
 - Permanent Sign Review Fee
- Proposed Fee Clarifications:
 - Photovoltaic System for Water/Pool Heater; Residential
 - Photovoltaic System for Water/Pool Heater; Commercial

DISCUSSION





Council-Regular Meeting

C1

Meeting Date: 03/17/2020

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: March 17, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-027: Relating to Development; accepting Midfield Road Station 27+50 to 36+56.77 for maintenance (Keith Brann)

Discussion:

As a requirement for residential development in Gladden Farms II, The Developer has constructed phase 1 of Midfield Road in accordance with approved plans from Station 27+50 to 36+57. With this resolution, Marana will be accepting for maintenance all improvements within the segment of Midfield Road right-of-way, including curbing, asphalt, drainage structures, regulatory traffic control, street signs potable water and a non-potable water system. The segment length is approximately 1,700 linear feet.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-027, accepting Midfield Road from Station 27+50 to 36+56.77 for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2020-027, accepting Midfield Road from Station 27+50 to 36+57 for maintenance.

Attachments

Resolution No. 2020-027

Location Map

MARANA RESOLUTION NO. 2020-027

RELATING TO DEVELOPMENT; ACCEPTING MIDFIELD ROAD STATION 27+50 TO 36+56.77 FOR MAINTENANCE

WHEREAS Gladden Phase II L.L.C. has completed public improvements acceptable to Town standards in accordance with the Private Improvement Agreement for Gladden Farms Midfield Road Phase 1, Station 27+50 to 36+56.77.

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

Section 1. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.17 miles of Midfield Road as depicted on Exhibit A.

Section 2. The Town accepts for maintenance the potable water system serving Gladden Farms, consisting of approximately 907 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of \$135,295.75.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this ____ day of _____, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCH03" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING 500°30'03"E.

BASIS OF ELEVATION

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

GRADING NOTES

1. AN ACCEPTED COPY OF THIS PLAN SHALL BE KEPT ON LOCATION AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
2. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS, 2015 EDITIONS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
3. A GEOTECHNICAL ENGINEERING INVESTIGATION, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY TERRACON, PROJECT NUMBER 63085177. OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT, DATED DECEMBER 8, 2008 AND ADDENDA DATED DECEMBER 16, 2008.
4. ALL CONCRETE SHALL COMPLY WITH PAG STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, SECTION 1006, CLASS 3, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
5. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
6. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
7. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.
8. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES PRIOR TO CONSTRUCTION.
9. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION OR THE RELEASE OF ASSURANCES.
10. ALL REVISIONS TO THESE PLANS MUST BE REVIEWED AND ACCEPTED BY THE TOWN ENGINEER FOR THE TOWN OF MARANA PRIOR TO CONSTRUCTION.
11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
12. ALL STATIONING IS MEASURED ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
13. UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE BASED ON A SEARCH OF AVAILABLE RECORDS AND INFORMATION PROVIDED BY THE UTILITY COMPANIES OR AGENCIES. UTILITY LOCATIONS SHOWN ARE APPROXIMATE, AND THERE MAY BE EXISTING UTILITIES WHICH ARE NOT SHOWN ON THE PLANS; THEREFORE, THE POSSIBILITY OF CONFLICTS WITH UTILITIES IN SERVICE EXISTS. THE CONTRACTOR SHALL CALL ARIZONA 811 AT 811, AT LEAST 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, TO REQUEST VERIFICATION OF THE LOCATION AND ELEVATION OF ALL UTILITIES WITHIN THE WORK AREA. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COSTS INCURRED AS A RESULT OF DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.
14. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY AT (520) 621-4795, PURSUANT TO A.R.S. 41-865.
15. IF ANY UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE SUBDIVISION ENGINEER.
16. THE BURROWING OWL IS IDENTIFIED AS A SENSITIVE SPECIES AND IS ADDRESSED UNDER THE TOWN OF MARANA'S HABITAT CONSERVATION PLAN. THE OWL, IS KNOWN TO OCCUR IN AND AROUND AGRICULTURAL FIELDS IN THE TOWN OF MARANA. THIS IS A VERY VISIBLE SPECIES; ALTHOUGH IT IS NOT LISTED AS ENDANGERED OR THREATENED, IT IS VERY EASY TO MANAGE. THE TOWN ENCOURAGES GRADING CREWS TO BE ALERT FOR THE BIRDS (WHICH CAN BE SPOTTED STANDING ON THE GROUND, PARTICULARLY ALONG THE PERIMETER OF FIELDS). IF GRADING CREWS FIND A BURROWING OWL DURING GRADING, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENT AT (520) 628-5376. THEY WILL COME OUT AND RELOCATE THE BIRD(S) OFFSITE.
17. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
18. PRIOR TO CONSTRUCTION AND/OR HEAVY EQUIPMENT TRAVEL OVER THE PIPELINE, DEVELOPER/CONTRACTOR SHALL (A) PROVIDE EPNG WITH A LIST OF ALL HEAVY EQUIPMENT PROPOSED TO CROSS OR PARK OVER THE PIPELINE, INCLUDING MAKE, MODEL, AND WEIGHT, SO THAT EPNG MAY MAKE PIPELINE STRESS CALCULATIONS FOR SAFETY; AND (B) DETERMINE THE PIPELINE'S DEPTH AT POINTS OF CROSSING.
19. SINCE THIS PROJECT WILL REQUIRE A BURROWING OWL SURVEY AND THE PROJECT AREA IS CURRENTLY FARM FIELDS, THE PROJECT AREA WILL NEED TO BE STAKED SO THAT JANINE SPENCER CAN IDENTIFY THE SURVEY AREA. ALSO, PLEASE MAKE SURE THAT ALL LAND OWNERS ARE AWARE THAT SHE WILL BE DOING THE SURVEY ONCE A DATE HAS BEEN ARRANGED WITH HER. THE REQUIRED BURROWING OWL SURVEY WILL NEED TO BE COMPLETED PRIOR TO THE ISSUANCE OF A GRADING PERMIT.

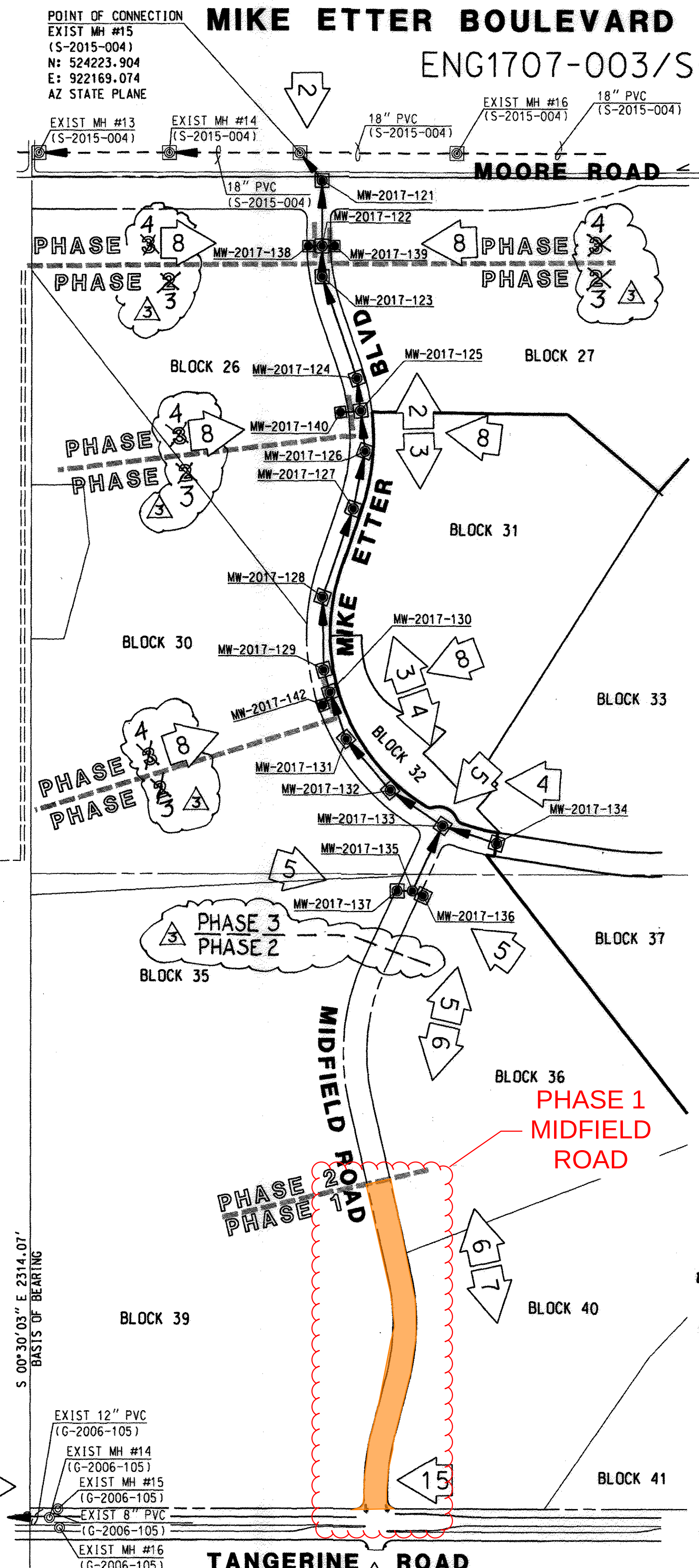
**FOR PAVING NOTES, SEWER NOTES
AND GENERAL NOTES - SEE SHEET 11
FOR STRIPING AND SIGNING NOTES
SEE SHEET 14**

RICK
ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD, SUITE 111
TUCSON, AZ 85712
520-795-1000
(FAX) 520-322-6956
rickengineering.com
Tucson San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver
ARIZONA 811
Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

PUBLIC ROADWAY IMPROVEMENT AND PUBLIC SEWER PLANS FOR GLADDEN FARMS BLOCKS 26-43

MIKE ETTER BOULEVARD AND MIDFIELD ROAD

ENG1707-003/S-2017-008



THESE AS-BUILT PLANS ARE BASED ON FIELD OBSERVATIONS OF THE REGISTERED OR CERTIFIED PROFESSIONAL OR THE PROFESSIONAL'S AGENTS AND INFORMATION RECEIVED FROM THE PROJECT OWNER, PROJECT CONTRACTORS AND/OR PUBLIC AGENCIES.

WORK TO BE DONE

THE IMPROVEMENTS AND GRADING CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DETAILS OF PIMA ASSOCIATION OF GOVERNMENTS.

STANDARD SPECIFICATIONS

- 1) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS.
- 2) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.

STANDARD DETAILS/DRAWINGS

- 1) STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (2015 EDITION), PIMA ASSOCIATION OF GOVERNMENTS.
- 2) PAVEMENT MARKING DESIGN MANUAL (AUGUST 2008 EDITION), PIMA COUNTY CITY OF TUCSON.
- 3) TRAFFIC SIGNING DESIGN MANUAL (MAY 2002 EDITION), PIMA COUNTY AND CITY OF TUCSON.
- 4) THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.
- 5) UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENTS, 2012 EDITION.
- 6) SUBDIVISION STREET STANDARDS MANUAL, TOWN OF MARANA (2016 EDITION).
- 7) STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION (2016 EDITION) PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.

FOR HORIZONTAL CONTROL TIES, SEE SHEETS 2 & 5.

ACCEPTED

BY: *[Signature]* P.E. 2/27/18
TOWN OF MARANA DEVELOPMENT ENGINEER/TOWN ENGINEER DATE
BY: *[Signature]* C.P. 3/1/18
TOWN OF MARANA PLANNING DIRECTOR DATE
BY: *[Signature]* 2/6/18
MARANA WATER DIRECTOR DATE

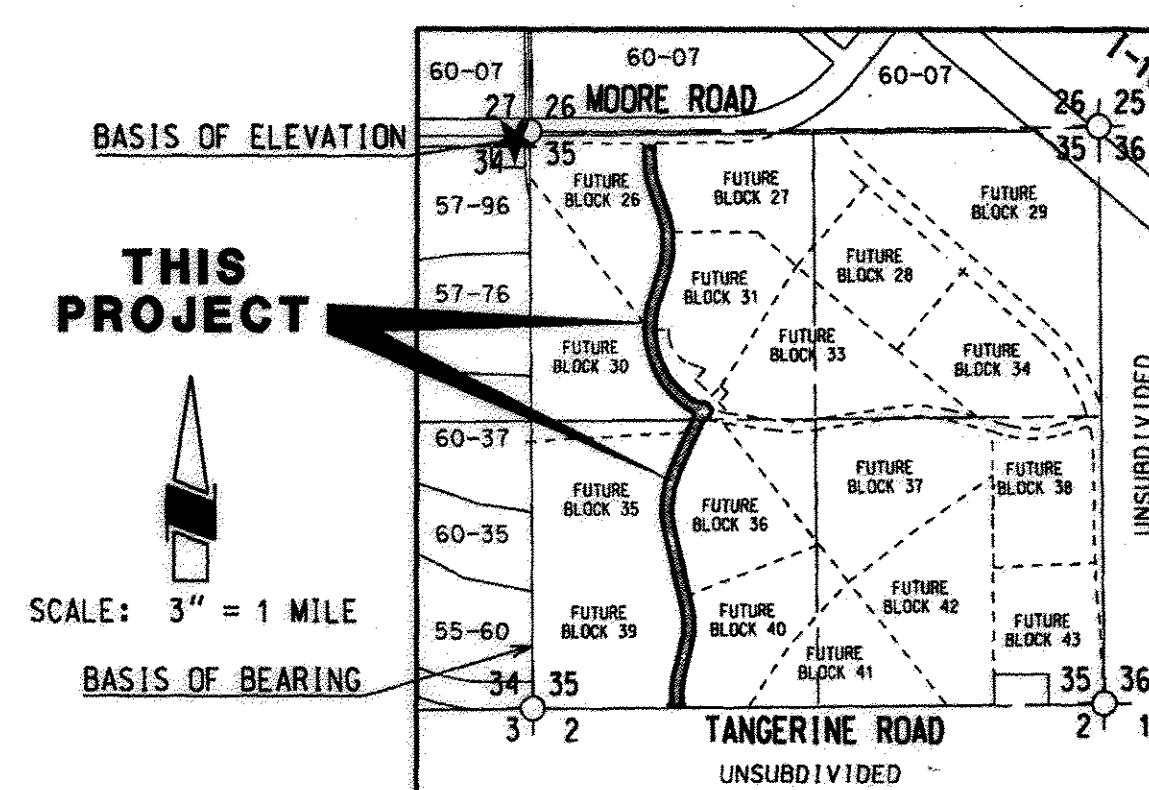
AS-BUILT CERTIFICATION:

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

REGISTERED LAND SURVEYOR DATE

REGISTRATION NUMBER EXPIRES

NO.	BY	DATE	REVISION
5	REC	12/18	REVISED SHEETS 5, 6 & 13-15
4	REC	11/18	REVISED SHEETS 4-7 & 9
3	REC	10/18	REVISED SHEETS 1-3, 5, 14 & 16 & 6
2	REC	07/18	REVISED SHEETS 7, 15
1	REC	05/18	REVISED SHEETS 6, 7 & 15, 16



LOCATION MAP

SECTION 35, T 11 S, R 11 E
G & SRM, TOWN OF MARANA
PIMA COUNTY, ARIZONA

OWNER/DEVELOPER

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

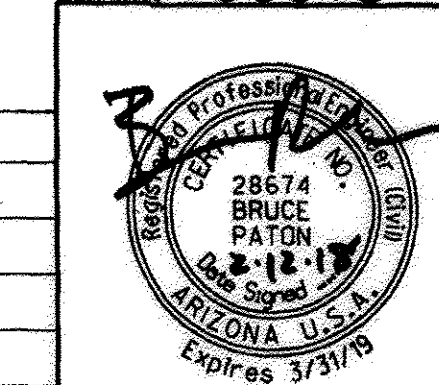
SHEET INDEX

- 1 COVER SHEET
- 2-8 PAVING AND SEWER PLAN & PROFILES
- 9-10, 15 DETAILS
- 11 NOTES
- 12-13 STRIPING AND SIGNING PLANS
- 14 STRIPING AND SIGNING NOTES
- 15 SIDEWALK INSTALLATION
- 16 LIMITS OF FARM IMPROVEMENTS REMOVALS

LEGEND

ITEM	STANDARD DETAIL	SYMBOL
A.C. PAVING (REGULAR)	SEE DETAIL C, SHEET 9	
6" VERTICAL CURB (TYPE 1G)	SD 209	
TOP OF CURB ELEVATION		TC 52.50
EXIST ELEVATION		(TC 49.5)
PROPOSED SEWER	RWRD 104	
PROPOSED SEWER MANHOLE	RWRD 205, RWRD 211	
PROPOSED MH W/CONC COLLAR	RWRD 212	
FUTURE NEW POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	12" W
FUTURE NEW NON-POTABLE WATERLINE W/VALVE	(FOR REFERENCE ONLY)	8" NP
RIP RAP PAD		
DETAIL REFERENCE	X = DETAIL IDENTIFICATION Y = SHEET SHOWING DETAIL	
PROPOSED SLOPE		
RIP RAP SLOPE PROTECTION	SEE NOTE SHEETS 4-7	
EXIST CONTOUR		2750
PROPOSED CONTOUR		
DAYLIGHT LINE		
EASEMENT LINE		
DIRECTION OF FLOW OR SWALE		
0100 DISCHARGE		
PROPOSED 100-YEAR FLOOD PRONE LIMITS		
CURB ACCESS RAMP	TOM SD 600-1 & 600-2	
CONCRETE SIDEWALK	SD 200	
SURVEY MONUMENT	SD 103	
EXIST SEWER AND MANHOLE		
EXIST UNDERGROUND ELECTRIC LINE		UGE
EXIST GAS LINE		G
EXIST OVERHEAD ELECTRIC/TV CABLE LINE		OHE/CATV
EXIST CURB & PAVEMENT		
PROJECT BOUNDARY		
LOT NUMBERS		23
TEP SWITCH CABINET	(FOR REFERENCE ONLY)	
TEP J-BOX	(FOR REFERENCE ONLY)	
TEP PULL BOX	(FOR REFERENCE ONLY)	
PHASE LINE		
SHEET INDEX		3

S-2017-008
ENG1707-003
PRV-06073



PUBLIC ROADWAY IMPROVEMENT AND PUBLIC SEWER PLANS FOR:

**GLADDEN FARMS
BLOCKS 26-43
MIDFIELD ROAD AND
MIKE ETTER BOULEVARD**

HORIZ: 1" = 300' VERT: N/A PROJ# 3622A
DESIGNER: SOH 06/17 ENGINEER: BMP 06/17 SHEET:
DRAFTER: RSM 06/17 CHECKED: 1 OF 16

EXHIBIT A



Council-Regular Meeting

C2

Meeting Date: 03/17/2020

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: March 17, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2020-028: Relating to Administration; approving and authorizing the Finance Director to execute an Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)

Discussion:

The Town of Marana has maintained an agreement with the Arizona Department of Corrections and the Management & Training Corporation for a number of years to obtain use of inmate labor crews from the Marana Community Correctional Treatment Facility (MCCTF) for work on Town public works projects. The most recent agreement expires on March 31, 2020; if approved, the proposed agreement will run for 5 years from March 31, 2020. The proposed agreement includes the same terms and conditions as the previous agreement with subsequent amendments between the parties. Per state statute, under the agreement the Town will pay 75 cents per hour for inmate labor.

Financial Impact:

Fiscal Year: 2020

Budgeted Y/N: Yes

Amount: \$57,000

Staff Recommendation:

Staff recommends approval of the contract.

Suggested Motion:

I move to adopt Resolution No. 2020-028, approving and authorizing the Finance Director to execute an Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections, and the Management & Training Corporation for inmate labor services.

Attachments

Resolution No. 2020-028
Exhibit A

MARANA RESOLUTION NO. 2020-028

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AN INMATE WORK CONTRACT BETWEEN THE TOWN OF MARANA, THE ARIZONA DEPARTMENT OF CORRECTIONS AND THE MANAGEMENT & TRAINING CORPORATION FOR INMATE LABOR SERVICES

WHEREAS the Town of Marana has maintained an agreement with the Arizona Department of Corrections and the Management & Training Corporation for a number of years to obtain use of inmate labor crews from the Marana Community Correctional Treatment Facility; and

WHEREAS the most recent agreement between the parties expires on March 31, 2020, and the parties wish to continue to maintain an agreement to provide inmate labor services to the Town; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to approve the Inmate Work Contract.

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

SECTION 1. The Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director 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 implement and carry out the terms, obligations, and objectives of the contract.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This **Contract** is entered into between the **Town of Marana**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, hereinafter known as the **Department**, and **Management & Training Corporation (MTC)** for and on behalf of its **Arizona State Prison-Marana Community Correctional Treatment Facility**, hereinafter referred to as **ASP-Marana** as applicable.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

TOWN OF MARANA
FEDERAL I.D. #86-6006756

ARIZONA DEPARTMENT OF CORRECTIONS

_____ Signature of Authorized Individual	_____ Date
Yiannis Kalaitzidis	
_____ Typed Name	
Finance Director	
_____ Typed Title	
11555 W. Civic Center Drive	
Marana, Arizona 85653	
_____ Address	

_____ Signature of Authorized Individual	_____ Date
Kenneth P. Sanchez	
_____ Typed Name	
Chief Procurement Officer, Administrative Services	
_____ Typed Title	
1645 West Jefferson Street, Mail Code 328	
Phoenix, Arizona 85007-3002	
_____ Address	

Additional Signatures as Applicable

_____ Signature of Authorized Individual	_____ Date
Jeremy Casey	
_____ Typed Name	
Warden	
_____ Typed Title	

_____ Signature of Authorized Individual	_____ Date
_____ Typed Name	
_____ Typed Title	

Prepared by: Stephen Castillo, Senior Procurement Specialist
Date: February 12, 2020

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252, and § 31-255, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 9-240, et seq. to enter into agreements for services, and;

WHEREAS, in accordance with A.R.S. §41-1609 and A.R.S. §41-1609.01, as amended, the Department has a current Contract with Management & Training Corporation (MTC), a private prison business organization, to operate and manage Marana Community Correctional Treatment Facility (MCCTF) also known as ASP-Marana, a secure private prison to provide housing and treatment to inmates committed to the Department who demonstrate a need for substance or alcohol abuse intervention, and

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a work force to support its public works project, and;

WHEREAS, the Department is able to provide an inmate work force to support this work program from its Arizona State Prison - Marana, as shown herein.

NOW, THEREFORE, the Department, the Contractor, and Management & Training Corporation (MTC) / ASP-Marana do hereby agree as follows:

1 DEFINITIONS: For the purposes of this Agreement, the following definitions shall apply:

- 1.1 **ASP-MARANA WARDEN:** The individual employed by Arizona State Prison – Marana and charged with the overall responsibility to manage and operate ASP-Marana.
- 1.2 **ASP-Marana PROCEDURES:** Procedures based on Department written instructions that have been approved by the Department relative to the operation, management and maintenance of ASP-Marana location.
- 1.3 **DEPARTMENT MONITOR:** Department employee assigned to ASP-Marana location who serves as the liaison between the Department and ASP-Marana location regarding matters that arise as a result of the daily monitoring of the services provided by this Agreement.
- 1.4 **DEPARTMENT WRITTEN INSTRUCTIONS:** Department regulations and management directives issued by executive staff of the Department which govern the administration and operation of the Department and ASP-Marana consistent with State statutes, rules and sound correctional practices.

2 THE CONTRACTOR AGREES:

- 2.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 2.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs utilizing Contractor Supervision included as Attachment #1 of this contract.
 - 2.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 2.2.2 Job supervision means that Contractor personnel shall regularly account for the inmates within guidelines specified by the Department and report results to the MCCTF/Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
 - 2.2.3 Information requested by MCCTF/Department relative to the identity of assigned supervisors shall be provided.
 - 2.2.4 Assigned inmates shall wear their identification cards at all times.
 - 2.2.5 Assigned inmates shall wear distinctive clothing as approved by the Department.
- 2.3 Contractors and the employees who participate in this Contract shall be screened and approved in writing prior to permitting them access to an institution and/or prior to allowing them to supervise inmates on or off institution grounds. Contractors shall submit in writing, upon request from the Department, any information necessary to screen and approve them for access to the institution. This information shall include, but not necessarily be limited to: Name, Date of Birth, and Social Security Number. Contractor personnel who require recurring access to the institution, and as such require a Contractor's Identification Card, will be required to complete and submit the prescribed Background Questionnaire form to the Department. Background Questionnaire form will be provided by the Department.
- 2.4 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.
 - 2.4.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Department Monitor and MCCTF shall be notified at least two (2) work days prior to the impending change to permit completion of the Department's approval process.
 - 2.4.2 If prior notice is not possible, the Department Monitor may the MCCTF Warden to withhold the inmate work crew from further service until the necessary approval process is completed.
- 2.5 To assign work days/hours and work locations subject to the concurrence of the Department Monitor and MCCTF. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance

- 2.6 To provide transportation of inmate workers to and from the work site in Contractor owned vehicles
 - 2.6.1 Inmate workers **shall not** be transported in privately owned vehicles at any time.
- 2.7 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 2.7.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 2.7.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 2.8 To obtain Department and MCCTF approval at least two (2) workdays prior to initiating any changes in the following areas:
 - 2.8.1 Work tasks
 - 2.8.2 Equipment/tools used
 - 2.8.3 Chemical used
 - 2.8.4 Work site(s)
 - 2.8.4.1 Work site(s) may require a Contract Amendment
- 2.9 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 2.10 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 2.11 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.azcorrections.gov.
- 2.12 To designate a staff member who shall serve as liaison between the Contractor, Department Monitor and the MCCTF in developing and coordinating work schedules, hours and transportation. The Contractor shall ensure that the MCCTF and Department Monitor are given the name and phone number/extension of the contact person.
- 2.13 To notify the Department Monitor and the MCCTF 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's/MCCTF contact person.
- 2.14 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department or MCCTF prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.

- 2.15 To maintain the work site in the manner/condition in which it was approved by the Department Monitor and MCCTF as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
- 2.15.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department Monitor and MCCTF.
 - 2.15.2 The Contractor shall provide a two (2) day written notice to the Department Monitor and MCCTF, if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 2.15.3 Representatives from the Department Monitor and MCCTF and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 2.15.4 If in the opinion of the Department Monitor and MCCTF, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
- 2.16 Failure on the part of the Contractor to respond to the request for corrective action from the Department Monitor and MCCTF under circumstances described in Paragraphs 2.15.3 and 2.15.4 above shall result in the immediate suspension of the work program.
- 2.16.1 The parties to this Contract may meet to discuss resolution.
 - 2.16.2 If resolution cannot be achieved, the Department Monitor shall have the option to either disapprove the assignment of inmates to the involved work site, or terminate this Contract.
- 2.16.3 This Contract shall make final payment to MCCTF as directed herein.
- 2.17 To pay for inmate labor at the rate of seventy five cents (75¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 2.18 If applicable, to pay at the prevailing hourly rate for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 2.19 If applicable, in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.
- 2.20 To comply with the following procedures in recording inmate work hours and rendering all payments due under this Contract:

- 2.20.1 MCCTF shall provide the Contractor with a **Daily Inmate Roster**, as shown by Attachment #5. The Contractor shall complete the Daily Inmate Roster and include the signature(s) of the inmate(s) and the Contractor's staff supervisor. The original roster shall be returned to MCCTF on a daily basis.
- 2.20.2 Each month the Contractor shall complete a **Monthly Payment Detail**, as shown by Attachment #6. The Contractor may computerize this Attachment, but shall ensure that all required information is provided.
- 2.20.3 The original **Monthly Payment Detail** and payment shall be rendered within thirty (30) workdays after receipt of the MCCTF invoice. The check or warrant shall be made payable to Arizona Department of Corrections and sent to the following address:

Community Correctional Treatment Facility
Attention: Business Manager
P. O .Box 940
Marana, Arizona 85653

- 2.21 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 2.22 To insure that law enforcement/traffic control is present if the job activity requires that an inmate step on the active portion (blacktop) of I-10.
- 2.23 To have and maintain all required Arizona Department of Transportation permits and to comply with the Traffic Control requirements outlined in the permits.
- 2.24 In the event of an inmate escape, the Contractor shall immediately contact MCCTF and the police department.
- 2.25 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
 - 2.25.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
 - 2.25.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
 - 2.25.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
 - 2.25.4 Acquire and maintain applicable insurance in compliance with State requirements.
 - 2.25.5 Designated off-road mobile equipment may be:
 - 2.25.5.1 Riding lawnmowers and golf carts or similar type equipment.

3 MANAGEMENT & TRAINING CORPORATION/MCCTF AGREES:

- 3.1 To provide a mutually agreed number of inmates, subject to the approval and authorization of the Department and availability of said work force, to support the Contractor's public works projects.
 - 3.1.1 That work assignments shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
 - 3.1.2 Inmates shall be screened per Department Order (DO) 903 and approved by the Department Monitor and MCCTF for assignment to the Contractor's work projects, in accordance with Department written instructions.
 - 3.1.3 MCCTF shall remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
 - 3.1.4 Assigned inmates shall wear their identification cards at all times at the work site.
 - 3.1.5 Assigned inmates shall wear distinctive clothing as approved by the Department.
- 3.2 To provide the Contractor with a Daily Inmate Roster listing inmates assigned to the work crew each workday, as shown by Attachment #5. Each day's roster shall be maintained by MCCTF for monthly invoicing purposes. MCCTF may computerize this Attachment, but shall ensure that all required information is provided.
- 3.3 To be responsible for feeding the inmates and furnishing all clothing, except special protective clothing.
- 3.4 To ensure provision of medical services for inmate injuries or illness at the worksite(s).
 - 3.4.1 Emergency medical services required due to an injury or illness that occurs at a Contractor work-site may be provided for or arranged by the Contractor in order to protect the life or limb of an inmate(s). The Contractor shall notify the MCCTF Warden, or designee, as soon as is practical after handling the emergency medical needs of the inmate(s). The MCCTF Warden shall provide immediate verbal notification to the Department Monitor.
- 3.5 To designate a contact person who shall function as a liaison between MCCTF, the Contractor and Department Monitor in developing and coordinating work schedules, hours and transportation. MCCTF shall ensure that the Contractor and the Department Monitor are given the name and phone number/extension of the contact person.
- 3.6 To keep the Department Monitor informed as to the daily operation of this work program.
- 3.7 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Paragraph 2.15 of this Contract shall be followed.
 - 3.7.1 All verbal communications between the Department Monitor, MCCTF and the Contractor regarding security/safety issues, or work site alterations shall be documented in writing for file.

- 3.7.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 3.8 That if circumstances arise during the term of this Contract which prohibit the assignment of inmates for work assignments (such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc.) the following guidelines shall govern:
- 3.8.1 MCCTF shall provide immediate verbal notice to the Contractor and the Department Monitor if circumstances at MCCTF will impact work activities.
- 3.8.2 MCCTF shall ensure written documentation is maintained to explain a work program suspension due to circumstances described herein. Copies of all related documentation shall be provided to the Department Monitor.
- 3.8.3 MCCTF shall provide written notice to the Contractor with a copy to the Department Monitor indicating when the work program can resume.
- 3.8.4 The Contractor shall not hold the Department or MCCTF liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.9 If applicable, invoices for CO overtime shall identify at a minimum the following:
- 3.9.1 CO name(s)
- 3.9.2 CO overtime hours
- 3.9.3 Total amount invoiced
- 3.10 If applicable, to invoice the Contractor by the fifth day of each month for services provided the previous month. The **Monthly Payment Detail** (Attachment #6) shall function as the monthly invoice and shall be completed by MCCTF based on information contained in the **Daily Inmate Roster(s)** (Attachment #5) for the previous month. Invoices shall be sent to the Contractor at the following address:
- Director of Operations
Town of Marana
132581 North Lon Adams Blvd.
Marana, Arizona 85653
- 3.11 To keep the Department Monitor and Contractor informed of any changes in procedures affecting this Contract.
- 3.12 To ensure compliance with all insurance and indemnification requirements described in its current Contract with the Department for the operation and management of MCCTF.
- 3.12.1 Without limiting any liabilities or any other obligations of MCCTF, it shall be MCCTF's responsibility to provide liability insurance coverage for the Scope of Work described in paragraph 3.1.1 above. Unless otherwise stated herein, the policies shall name the State of Arizona, the Department of Corrections and the Town of Marana as additional insured. The policies shall specify that the insurance afforded MCCTF shall be primary insurance and that any insurance coverage carried by the State, the Department, its employees or the Town of Marana shall be excess coverage, except as provided by State law, and not contributory insurance to that provided by the State/Department.

4 **THE DEPARTMENT AGREES:**

- 4.1 To assign a Department Monitor to MCCTF who shall serve as a liaison between the Contractor, Department, and MCCTF. The Department Monitor shall provide the Contractor with the telephone number and extension at MCCTF where the Monitor can be reached.
- 4.2 That the Department Monitor shall provide oversight, direction, and coordination of this Contract as indicated below:
 - 4.2.1 Approve and authorize inmates to be assigned to the work project.
 - 4.2.2 Inspect each work site with an MCCTF representative prior to initiation of work activities relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by the custody level of assigned inmate workers and assigned work responsibilities.
 - 4.2.3 Provide training to Contractor's staff who will be involved in supervision or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract.
 - 4.2.4 Refresher up-dates/courses shall be made available to the Contractor's staff on an as needed basis, but no more frequently than quarterly.
 - 4.2.5 Inform the Contractor of Department written instructions and MCCTF procedures and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
 - 4.2.6 Approve, with the concurrence of the MCCTF Warden, requests from the Contractor for inmates to work extra hours.
 - 4.2.7 Coordinate administrative/legal issues or information relative to this Contract to ensure that the parties to this Contract and appropriate Department representatives are informed.
 - 4.2.7.1 Issues/information may include: problems; disputes; notices; work program suspensions; and termination.
 - 4.2.7.2 Written documentation shall be maintained explaining actions taken and resolutions achieved.
- 4.3 To approve in writing the Contractor's operational supervisor(s) assigned to this work program, in accordance with Department written instructions, prior to initiation of this Contract.

5 SPECIAL TERMS AND CONDITIONS

- 5.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 5.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **March 30, 2020**.
- 5.2 The terms of this Contract are intended to define the respective rights and obligations of the Department, MCCTF and the Contractor. Nothing expressed herein shall create any rights or duties in favor of the inmates or any other party of any kind or nature.
- 5.3 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 5.4 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 5.4.1 The Department shall provide verbal notice within 24 hours or as soon as possible to the Contractor if circumstances will impact work activities.
- 5.4.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 5.5 Upon termination of this Contract as permitted herein, all remaining monetary obligations up to the termination date shall be satisfied as follows:
- 5.5.1 All outstanding payments for services provided by the terms of this Contract shall be forwarded to MCCTF by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within two (2) weeks after termination of the Contract.
- 5.5.2 Payments made by the Contractor to the Department shall be in agreement with MCCTF's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the Notice of Termination.
- 5.6 If a discrepancy in payment or payment records is identified by any party to this Contract, the party discovering the discrepancy shall notify the other parties in writing within ten (10) workdays after discovery. All parties shall resolve the discrepancy by comparison and reconciliation of records. If the parties cannot reach an agreement, the Department shall mediate to resolve the discrepancy.
- 5.7 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 5.8 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the

State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 5.9 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 5.10 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 5.11 Changes to the Contract shall be handled by formal amendment through Procurement Services
- 5.12 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 5.12.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 5.13 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 5.14 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 5.15 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 5.16 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 5.17 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.

5.18 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

5.19 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505:
ADC Department Order 708

5.20 Unlawful Sexual Conduct

5.20.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

5.20.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

5.20.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

5.20.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.

5.21 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

5.22 Contraband

5.22.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

5.23 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

5.24 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

5.25 E-Verify Requirement

5.25.1 In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

5.26 **INDEMNIFICATION:** 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, officials, agents, employees, or volunteers.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADC Contract No. 20-029-25**

- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.
- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16 Maintain an effective equipment inspection and maintenance program.
 - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
 - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
 - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
 - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

minutes, the Project Manager must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

- 4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

- 4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall be provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
 - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 20-029-25**

- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

**CONTRACTOR
AUTHORIZED WORK LOCATION (s)**

**Attachment #4
ADC Contract No. 20-029-25**

1	Town of Marana Roadside, frontage road and median clean-up along I-10 from Orange Grove Road north to the Pinal County Line Marana, Arizona
2	Town of Marana Streets and Right-of Ways within the Town limits and the Marana Water Service Area, the duties include landscaping, trash removal, and tree trimming Marana, Arizona
**3	Town of Marana Parks, Paths, Trails and Trailheads for: Town's Heritage Park project 12375 N. Heritage Park Drive Continental Ranch Community Park 8900 N. Coachline Blvd. Continental Reserve Community Park 8568 N. Continental Reserve Loop Crossroads at Silverbell District Park 7548 N. Silverbell Road El Rio Neighborhood Park 10160 N. Blue Crossing Way Gladden Farms Community Park 12205 N. Tangerine Farms Road Marana Heritage River Park 12375 N. Heritage Park Drive Ora Mae Harn District Park 13250 N. Lon Adams Road San Lucas Community Park 14040 N. Adonis Road Wade McLean Neighborhood Park 8000 N. Silverbell Road Work will be performed by the inmates weekly, Monday-Friday Marana, Arizona
**4	Marana Operations Center 5100 W. Ina Rd. Marana, AZ 85743
**5	Fleet Shop 5100 W. Ina Rd. Marana, AZ 85743
**6	Town Shops and Yards 5100 W. Ina Rd. Marana, AZ 85743 and 12775 N. Sanders Rd., Marana, AZ 85653
**7	Marana Municipal Complex 11555 W. Civic Center Dr. Marana, AZ 85653
**8	Marana Senior Center 13250 N. Lon Adams, Marana, AZ 85653
**9	Marana Regional Airport and Airfield 11700 W. Avra Valley Rd., Marana, AZ 85653
**10	Marana Reclamation Facility 14393 W Lockett Rd Marana, AZ 85653

**CONTRACTOR
AUTHORIZED WORK LOCATION (s)**

**Attachment #5
ADC Contract No. 20-029-25**

DAILY INMATE ROSTER(s)

ADC Contract No.: 20-029-25

Contractor: Town of Marana Site Location: _____

Private Prison: MCCTF Owned and Operated by Management & Training Corporation

Reporting Date: ____ / ____ / ____ (MM/DD/YY)

	INMATE NAME	INMATE NUMBER	HOURS WORKED	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Authorized Signature

Date

Original to Institution Providing Labor

MCCTF
Attn: Business Manager
P.O. Box 940
Marana, Arizona 85653

**CONTRACTOR
AUTHORIZED WORK LOCATION (s)**

**Attachment #6
ADC Contract No. 20-029-25**

MONTHLY PAYMENT DETAIL

ADC Contract No.: 20-029-25

Contractor: Town of Marana Site Location: _____

Private Prison: MCCTF Owned and Operated by Management & Training Corporation

Reporting Date: From: _____ To: _____

(MM/DD/YY)

(MM/DD/YY)

#	INMATE NAME	INMATE NUMBER	RATE OF PAY	HOURS	TOTAL PAY
1					\$
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
TOTAL					\$

Authorized Signature

Date

Original to Institution Providing Labor

MCCTF
Attn: Business Manager
P.O. Box 940
Marana, Arizona 85653



Council-Regular Meeting

C3

Meeting Date: 03/17/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: March 17, 2020

Subject: Approval of the March 3, 2020 Regular Council Meeting Summary and the February 25, 2020 Council Special Meeting Summary Minutes (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Draft Minutes, 03/03/2020

Special Council Meeting Summary Draft Minutes, 02/25/2020



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center Second Floor March 3, 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
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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

APPROVAL OF AGENDA

Council Member Kai moved and Vice Mayor Post second the motion approving the agenda as presented. Motion passes, 7-0.

CALL TO THE PUBLIC

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

PROCLAMATIONS

PR1 Proclamation recognizing "March 6, 2020 as St. Baldrick's Day in Marana" (Cherry L. Lawson)

Chris Dow thanked the Mayor and Council for the proclamation. It is the sixth Anniversary of the event at Mountain View High School. He invited Mayor, Council Members and the community to come out to support the event on Friday, March 6, 2020.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Comerford stated to Town staff that it had been brought to her attention that some of the Town staff were offended by her comments made during the February 25, 2020 Council Study Session. She wanted to clarify her comments that she does not think staff are "drunken sailors." She apologized for calling Town Staff "drunken sailors." She thinks staff are the most talented and dedicated employees she knows in the region, and values the work that staff does. She would never demean the work that staff does. She hopes staff understand that. She takes her responsibilities very seriously and feel very dedicated to that.

She is dedicated to her work as a Council Member, and she and Council are carries the responsibility of 300 families, their livelihood and well-being, in addition to some 50,000 residents of Marana, as well as over 1,000 businesses. People have placed their entire live and businesses in Marana knowing; as this is the where they want to live and work. In no way, does she believe any less of staff, as it is important for Town staff to understand. Council has a 'big' responsibility resting on its shoulders. If she does not understand something, she can ask questions but does not trust--if she feels that she has been lied too and there are errors, she begins to question. She hopes that Town staff understands how she feels. She stated Town staff are either directed by or are supervisors, as each are directed by someone or direct staff. She asked that the staff not take her comments the wrong way. She worries about the Town spending money sometimes like "drunken sailors," but not Town staff. Tonight she wanted an opportunity to speak with Town staff face-to-face, and share with staff the responsibility that she feels. She deeply apologize if Town staff was offended by her comments.

Mayor Honea stated he and members of Council would be attending a ribbon cutting at Bayer Monsanto from 9 a.m. to 12 p.m.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Deputy Town Manager Erik Montague provided on behalf of **Town Manager Jamsheed Mehta** an update to the Parks & Recreation Master Plan process stating the

Parks Department is wrapping up its community engagement process with McGann and Associates and are quickly approaching the end of that element. They had over 2,340 responses to the survey, which is a tremendous investment and involvement from the community perspective. Some of the next steps in this process includes setting up internal stakeholder meetings to discuss specific findings as those conversations will shape the actual policy document, and eventually develop a draft master plan. Staff plans to bring forward to Council a draft plan as early as May or June.

He updated the traffic concerns on Palm Brook as the Town had received several concerns related to the traffic patterns. Staff has been actively working on this issue and from the community meeting with several town departments held on February 13, to discuss some of the challenges and concerns with traffic cutting through the community, the impacts and steps that the Town will be taking to address those concerns. The Town has installed along that roadway a Special Enforcement Zone, and the Police has already begun the conducting some of the educational components of this enforcement by making contacts with individuals cutting through neighborhoods.

The next element is signage and outreach, that additional signs will be installed this week to notify the community that the area is a Special Enforcement Zone, as well as outreach efforts. These outreach efforts will be handled by the Communications Division as they will work to send communication to the HOA communities, as well as through Social Media.

Community Conversations meeting held on Wednesday, February 26 at the Wheeler Taft Library the topics included upcoming elections this year along with the Marana General Plan, and Alternative Expenditure Limitation initiatives proposed by the Town providing updates to the Parks & Recreation Master Plan, information related to the budget, Water and Development Services. The next scheduled meeting is Wednesday, March 5 at 6 p.m. at the Heritage Highlands at Dove Mountain. The third installment will be held in the Marana Police Department Community Room on Wednesday, March 11 at 6 p.m.

The Marana Police Department will host its Annual Awards Ceremony to celebrate the accomplishments and achievements of certain individuals in the Police Department held on Wednesday, March 11 from 3 p.m. to 5 p.m. at the Star Dance Event Center.

Mr. Montague reported on the ribbon cutting celebration at Honea Heights Neighborhood Park on March 13 at 9:30 a.m. Staff and contractors for the project are currently reviewing those items on the punch list. This will be a tremendous asset to the community and for that area.

Founder's Day Parade and Celebration is coming up on Saturday, March 28 from 10 a.m. to 2 p.m. in downtown Marana. Staff has been working in preparation for the event. There will be a number of events that day to highlight Marana's history and

heritage. Included with this year's theme the Town will add the Marana Macro Machines event (larger equipment) this type of event is attended by smaller grade school children and their families who wish to learn more about services Marana provides.

Marana Presents is a new event for the Town. Council has received a brochure on the event. This is a new opportunity for the Town to engage with members of the community in a casual manner. The event will be held at The Station Pub & Grill on Silverbell with an opportunity to mingle with staff from 4 p.m. to 6 p.m., Saturday, April 4.

The Executive Monthly Report for February 2020 is included within Council materials and as have been reported in the past, Marana continues to show solid growth in a number of areas of development. For the month of February, the Town issued 80 building permits, as this is a high amount for the month. Growth continues in the Marana community

PRESENTATIONS

P1 Presentation: Relating to Economic Development; presentation and update on the Economic Development industry, past successes, regional participation, and future strategies (Curt Woody)

Economic Development Director Curt Woody provided a PowerPoint Presentation overview on Economic Development in Marana. *(A copy of the PowerPoint is available on file in the Town Clerk's Office for viewing.)* Below is a brief overview of the presentation.

What is Economic Development?

- Recruitment
 - Gets most of the attention
 - Mid-level
 - Attract diverse industries
- Retention and Expansion
 - Grow your own
 - BR&E Plan
- Creation
 - Tech Transfer – U of A
 - Culture of Entrepreneurism
 - Incubation
- Both a *Process* and a set of desired outcomes
- The desired outcome is an increase in living standards and quality of life
- Series of activities taken to induce *positive change* in the local economy

Economic Growth vs. Economic Development

- Economic Growth = Change or Expansion

- Economic Development = Improvement

It is Everything We Do on a Daily Basis

- Healthcare
- Tourism
- Public Safety
- Recreation
- Education & Workforce Development
- Quality of Life
- Community Beautification
- Infrastructure

Various Levels of Involvement

- Dove Mountain Senior Living
- Krebs
- Carondelet Micro Hospital
- International Towers
- Wicked Monkey Brewery
- Duralar Technologies
- PVB Fabrication
- Ventura Medical
- Alicat Scientific
- Modern Studios

Tools & Collaborations

- MJCIP – Marana Job Creation Incentive Program
- DMRF – Downtown Marana Reinvestment Fund
- ACA – Arizona Commerce Authority – Incentive Packages
- Town of Marana Economic Development Website Page
- www.selectmarana.com
- Social Media

Collaborations

- Sun Corridor, Inc.
- ACA – Arizona Commerce Authority
- Site Selection Consultants
- Commercial Real Estate Brokers
- Developers
- Pima Community College Small Business Development Center
- Architects, Builders & Engineers

Project Industries in the Pipeline

- Airport – Three entities interested in Building Hangars, a Jet Center, and Corporate Headquarters on Industrial Land

- Utility Company at Tangerine and I-10
- Distribution Center at Tangerine and I-10
- Medical Industry – 15-20 Acres at Twin Peaks and I-10
- Financial Services – 500 jobs at Twin Peaks and I-10
- Senior Living – Silverbell and Cortaro

Economic Development Strategic Plan

- Fortify Marana's Business Supportive Climate
- Invest in Infrastructure – Vacant land, but not all developable
- Recruit and Expand our Four Target Sectors
 - Information Technology
 - Business Services
 - Advanced Manufacturing
 - Logistics and Distribution
- Work with the Educational Sectors to Ensure Marana's Present and Future Employers can attract the talent they need.
- Continue to build the relationships necessary for economic development success

Council Member Kai stated he is glad to hear about the increased activity at the airport. He expressed concern with the floodplain map that currently impact the airport asking before building in that area, he would like the Town to spend more time with the map to ensure projects can be completed. **Mr. Woody** stated **Town Engineer Keith Brann** is working on that getting the airport out of the floodplain.

Mr. Brann stated as part of the Northwest Drainage Study that Town had conducted it demonstrated that everything north of Avra Valley Road could be removed from the floodplain. As a supplemental task within that contract, the Town tasked the consultant with preparing the documents to submit to FEMA for a letter map revision. That letter was sent to FEMA, and is under review. **Council Member Kai** asked when FEMA would take action. **Mr. Brann** stated FEMA generally take 90 days before ruling and, sending back its comments. Staff will address those comments and return it back to FEMA. **Council Member Kai** stated we have to get the map done so to have building occur out at the airport.

Council Member Ziegler asked how that affects the new tower. **Mr. Brann** replied stating any construction at the airport once the map is change would not have to comply with any elevation requirements; they would not have to build up anything in for a particular height—they can build it at grade. As it stands currently at the airport, anything that is built there would start two feet above grade that could increase expense for bringing in material. If; however, it is a less than robust facility, you only have to worry about bringing up some of the electrical components beyond that height. Essentially, it is construction impacts.

CONSENT AGENDA

C1 Resolution No. 2020-020: Relating to Development; approving a final plat for The Preserve at Twin Peaks, Lots 1 through 190 and Common Areas "A" (Private Streets), "B1"-"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities) and "C1"-"C2" (Active Open Space) located east of Camino de Manana and approximately a quarter mile north of Lambert Lane (Brian D. Varney)

C2 Resolution No. 2020-021: Relating to Development; approving an Amended Final Plat for Boulder Bridge Pass III at Dove Mountain, Lots 1-72, Block "A" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) located approximately one-half mile north of Dove Mountain Boulevard and west of Boulder Bridge Pass (Brian D. Varney)

C3 Resolution No. 2020-022: Relating to Elections; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Recorder, for Election Services for the Town's 2020 election (David L. Udall)

C4 Relating to Procurement; approving a change order to the construction contract between the Town and Sunland Asphalt & Construction, Inc., in the amount of \$180,000 for Coachline Boulevard Reconstruction, Project No. ST057; 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)

C5 Approval of the February 18, 2020 Regular Council Meeting Summary Minutes (Cherry L. Lawson)

Council Member Ziegler moved and Vice Mayor Post second the motion approving the Consent Agenda as presented. Motion passes unanimously, 7-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #12 Restaurant liquor license application submitted by Yanling Lin on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141 Marana, Arizona 85743 (Cherry L. Lawson)

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

Council Member Ziegler moved and Council Member Kai second the motion to adopt and submit to the DLLC an order recommending approval of a new series #12 Restaurant Liquor License application submitted by Yanling Lin on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141, Marana, Arizona 85743. Motion passes unanimously, 7-0.

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; selecting the Marana Livability Index/Community Health Dashboard as the topic for the Marana Citizens' Forum Spring 2020 Session; or alternatively, selecting three potential topics for the Marana Citizens' Forum to choose from for the Spring 2020 Session topic (Heath Vescovi-Chiordi)

Assistant to the Town Manager Heath Vescovi-Chiordi provided an overview of this stating the item before Council is an option topic for the Spring 2020 Marana Citizens' Forum. Typically, Town staff would bring before Council a list of suggest topics for it to choose the top three topics of interest. Staff would present those three Council selected topics to the Forum; they would select the topic that interest them from the Council top three.

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

It is Town Staff's recommendation that a single topic on creating a Marana Livability Index/Community Health Dashboard be forwarded to the Citizens' Forum for the Spring 2020 Session. If approved by Town Council, the citizen body will discuss aspects of the creation of such an index/dashboard, how to make it available to the community for consumption, design of the dashboard, and potential uses of the completed dashboard.

There are two main reasons to consider this specific topic for the 2020 Citizens' Forum. The first is that it immediately follows the topics of the 2040 General Plan and the Transportation Master Plan topics. Recommendations made on this suggested topic would act as a definitive indicator of the success of the Forum's past recommendations, but also of the success of the creation and implementation of those two plans.

Secondly, the creation of a Marana Livability Index/Community Health Dashboard has the potential to create a direct line of consistent input for the community at large to tell us what they value; how we are performing, and how/where we can improve our delivery of services and customer service. This can be used to help guide policy and projects on a Town-wide level, and gives more input to the citizens to have their voices

heard.

Council Member Bowen stated in his conversation with **Town Manager Jamsheed Mehta** about the topic he discussed the topic selection with him, and he thought it was a great idea. Most often Council receives a title without explanation; however, with the background information provided by **Mr. Mehta**, he feels this is a great choice and he is enthusiastic about the topic.

Council Member Bowen moved and Council Member Ziegler second the motion that a single topic on creating a Marana Livability Index/Community Health Dashboard be forwarded to the Citizens' Forum for the Spring 2020 Session. Motion passes unanimously, 7-0.

COUNCIL ACTION

A1 PUBLIC HEARING: Relating to Alternative Expenditure Limitation (Home Rule Option); public hearing pursuant to A.R.S. section 41-563.01 regarding the proposed extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)

Resolution No. 2020-023: Relating to Alternative Expenditure Limitation; proposing an extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)

[6:44 PM Minutes:] Mayor Honea opened the public hearing for public testimony.

Finance Director Yiannis Kalaitzidis provided a brief overview of this item stating Council held the first of two public hearings during the February 25, 2020, Council Special Meeting as part of the process required before considering the adoption of a resolution authorizing the Alternative Expenditure Limitation as a Home Rule option to be submitted to the voters of the Town of Marana for ratification. This is the second public hearing where the public have the opportunity to come forward and testimony on this topic.

For the benefit of the public, the Arizona Constitution and the Arizona Revised Statutes imposes an annual expenditure limitation on Arizona Cities and Towns, but also allows the towns to adopt a local alternative expenditure limitation with the approval of the qualified voters of the town. The Home Rule option allows the community to determine what its spending limits will be at the local level, rather than the formula based limits imposed by the State of Arizona. This is true in those instances where the service levels for those services we may have provided at the time when the limit was first calculated in 1980, that was drastically different from those that we currently providing to Marana residents today. Under the Home Rule option, if approved, all expenditures for the cities or towns are determined at the time budget adoption and

may exceed those imposed by the State of Arizona. The Home Rule option is in effect for four (4) consecutive years, once approved. The current Home Rule option was ratified by voters in 2017 and expires on June 30, 2021.

Approval of this Home Rule option allows the Town the capacity to spend what is collected now based upon existing revenue streams. That capacity is determined on an annual basis during budget process approved by Council. Continued approval of the Home Rule option will allow the Town to continue to provide the level of service and quality of life residents demand today.

Town staff is asking Council to consider adopting a resolution sending this item to the voters for ratification.

[6:46 PM Minutes:] Mayor Honea closed the public hearing. No comment provided by the public.

Council Member Kai moved and Vice Mayor Post second the motion adopting Resolution No. 2020-023. Motion passes unanimously, 7-0.

A2 Resolution No. 2020-024: Relating to Real Estate; reclassifying and designating certain Town-owned land intersecting the north right-of-way line of Avra Valley Road immediately east of the Marana Regional Airport as public right-of-way named "Air Commerce Way" (Frank Cassidy)

Town Attorney Frank Cassidy provided a brief overview of the item stating part of the property that **Mr. Brann** referred to at the airport is along the road that **Barbara Johnson** had built several years ago that had been sitting there for some time. A couple of years ago, the Town had sold to Metro access through the airport property served to the east of the roadway and a couple of well sites.

Metro had asked the Town to allow some of their contractors to have access from Marana's roadway to their property. In a conversation with **Mr. Brann**, they determined the best or easiest way to designate a piece of this roadway at Avra Valley Road to allow the contractors to have access to Metro property from this roadway. The right-of-way designation only extends to the gate as public right-of-way. Metro paid for the legal description, as they are the requesting entity. Once the legal description was received, it was determined that the roadway needed to be named. In discussing this item with staff, staff is proposing the right-of-way be named Air Commerce Way as the road. **Mr. Cassidy** stated Air Commerce Way was selected, as the terminal that is planned to be built for the airport will be off this roadway, and the Town is anticipating other businesses locating to this area. Air Commerce Way would be a logical and forward-looking name for the whole roadway there.

Mayor Honea asked for clarification stating the whole road will be named Air Commerce Way; it is the public right-of-way to be restricted to the gate. **Mr. Cassidy** confirmed.

Council Member Ziegler moved and Council Member Bowen second the motion adopting Resolution No. 2020-024. Motion passes unanimously, 7-0.

A3 Resolution No. 2020-025: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for The Preserve at Twin Peaks subdivision (David L. Udall)

Associate Town Attorney David L. Udall provided a brief overview of this item stating this item involves water infrastructure construction agreement between the Town of Marana and Lennar Arizona for the Preserve at Twin Peaks subdivision. The agreement requires Lennar to construct water infrastructure for that subdivision, as well as oversizing the infrastructure to serve future development in that area. As a result of that oversizing and pursuant to Title 14 of the Marana Town Code, the will provide a fair share of reimbursement to Lennar as new water customers not associated with that subdivision to connect to that water infrastructure. The reimbursement for that subsequent connection will be made twice annually for a period of 15 years or when Lennar receives its total reimbursement under the agreement which is currently estimated at approximately \$102,000.

Lennar has agreed as part of the agreement to reimburse the Town \$16,500 for its use of a portion of the utility easement that the Town acquired and shares with Pima County. Staff recommends adoption of this resolution authorizing the manager to sign this agreement.

Vice Mayor Post, moved and Council Member Bowen second the motion adopting Resolution No. 2020-025. Motion passes unanimously, 7-0.

A4 Resolution No. 2020-026: Relating to Public Works; approving and authorizing the Mayor to execute a Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit (Jane Fairall)

Town Attorney Frank Cassidy provided a brief overview of the item stating this agreement been discussed with Council previously. FirstDigital would like to use some of Marana's existing conduit, and under the proposed agreement, they would be able to at a rate of \$.40/linear foot per year. The term of the agreement is five years, after which time the Town can renegotiate the liner foot rate. The way that FirstDigital actually gets to place its wires into the conduit, referring to the Exhibits, there are sub-agreements that are approved by the Technology Services Director and Town Engineer that authorizes the use of the particular conduit. The agreement before Council is the master agreement.

Council Member Kai asked whether it is, the 351 feet multiplied by \$.40. **Mr. Cassidy** stated he is unsure; the amount would be approximately \$140/year. **Technology Services Director Isaac Abbs** provided clarification of the area request and amount.

Council Member Kai moved and Council Member Ziegler second the motion approving Resolution No. 2020-026. Motion passes unanimously, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided a review of public and private projects along with proposed projects that are provided on the Town's website.

D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

Mr. Montague provided a brief update on the following legislative bills: HB2424, HB2493, HB2830, HB2841, SB1246 and SB1305.

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) & (7) to instruct the Town's representatives regarding negotiations for the sale or lease of Town-owned property located near the Marana Regional Airport and to consult with and instruct the Town's attorneys regarding an economic development contract associated with that sale or lease.

[7:09 PM Minutes:] Mayor Honea asked for a motion to enter into executive session for the purposes stated in Item E2.

Vice Mayor Post, moved and Council Member Ziegler second the motion to enter into an executive session for the purposes stated in Item E2. Motion passes unanimously, 7-0.

[7:31 PM Minutes:] Mayor Honea resumed the Council Meeting.

Mr. Cassidy provided language for a motion for Council's consideration on the executive session stating Town staff request for authorization to proceed with an economic development sale of approximately five (5) acres of land along Air Commerce Way to **JD Russell** for the per square foot appraised value price according to the November 2019 appraisal report. Staff will bring forward for Council consideration of a formal contract with the authorization to move forward with the sale without an auction as an economic development project.

Vice Mayor Post, moved and Council Member Ziegler second the motion approving the language provided by the Town Attorney related to Item E2. Motion passes unanimously, 7-0.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Kai moved and Vice Mayor Post second the motion adjourning the meeting. Motion passes unanimously, 7-0. The meeting adjourned at 7:32 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 3, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center Second Floor February 25, 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
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 (Arrived: 6:02 PM), Council Members: Dave Bowen, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.**

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

APPROVAL OF AGENDA

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

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 PUBLIC HEARING: Relating to Alternative Expenditure Limitation (Home Rule Option); public hearing pursuant to A.R.S. section 41-563.01 regarding the proposed

extension of the alternative expenditure limitation for the Town of Marana (Yiannis Kalaitzidis)

[6:03 PM: Minutes] Mayor Honea opened the public hearing to receive testimony.

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation overview on the Alternative Expenditure Limitation (Home Rule) option to Council and the public. Below is an overview of the PowerPoint Presentation. *(A copy of the presentation is on file in the Town Clerk's Office.)*

Home Rule Option: Discussion Items

- State imposed expenditure limitation
- Alternative Expenditure Limitation (Home Rule Option)
- Election timeline

Home Rule Option: State-imposed Limitation

- In 1980, voters imposed an expenditure limit formula
- The formula limit grows each year based on population and inflation
- Spending does not take into consideration service levels or need placed on growing communities

Home Rule Option: State-imposed Limitation – Example

- *PowerPoint slide is with an example of a formula is on file in the Town Clerk's Office.*

Home Rule Option for Marana

- Town creates a local spending limit as part of the annual, public budgeting process
- Annual expenditure limit based on available revenues
- Elected officials set spending limit based on local priorities and service level requirements.
- Option is effective for four years
- Current option is in effect through FY2020-21
- An extension must be sent to the voters in a future election
- Consolidated elections changes passed in 2012 impacted the timing
- Home Rule option elections must take place at the same time as your regular election

Home Rule Option – Outreach and Education

- Communications and marketing group is involved
- Working to establish easy to understand materials which include:
 - Web landing page
 - Brochure or information sheet
 - Links to other public meetings, social media, press releases, HOA emails etc.

Home Rule Option – Example Election Calendar: Primary Election

- | | |
|---|--------------------------|
| • Publish notice of public hearing | February 13, 14, 20 & 21 |
| • Public Hearings | February 25 & March 3 |
| • Submit information to Auditor General | March 9 |
| • Receive Arguments | May 6 |
| • Complete publicity pamphlet | May 15 |
| • Distribute publicity pamphlets | July 2 |
| • Early ballots | July 2 – July 8 |
| • Election | August 4 |
| • Canvass | August 24 |

Council Member Comerford stated some of them [Council Members] have been through the Home Rule process five to six times or more. They got it! The assignment to staff is to ensure the public gets it; that they understand.

Vice Mayor Post stated he read an article over a week ago related to the steps that the Town of Oro Valley is taking to come from under the Home Rule. He asked whether the Town has considered the same. **Mr. Kalaitzidis** stated Oro Valley is submitting a proposition to its voters on a Permanent Base Adjustment. This is another option as compared to the Home Rule option. Oro Valley is already midway within its four-year term. The reason why they chose to this two years after voters approved the Home Rule was to ensure if the voters did not accept the Permanent Base Adjustment, under the Statute of Limitations if Oro Valley was not successful, they would still have the Home Rule option to fall back on. **Vice Mayor Post** stated that is something that the Town could consider two years from now.

[6:16 PM: Minutes:] Mayor Honea closed the public hearing.

D2 Resolution No. 2020-019: Relating to Administration; approving the transfer of up to \$300,000 in budgeted expenditure authority from the General Fund contingency line item in fiscal year 2019-2020 budget to the Downtown Visitor Center project in the Capital Improvement Program (CIP) for design and construction services for remodeling the Parks Administration Building (Mo El-Ali)

Town Manager Jamsheed Mehta provided an overview of this item explaining the purpose of this item before Council is to request a transfer of up to \$300,000 in General Fund contingency expenditure authority to the Downtown Visitor Center line item in the CIP for the design and construction services for remodeling the Parks Administration Building. Council adopted the budget for fiscal year 2019-2020 in June 2019, which set the legal level of budgetary control at the department level. The first initial request from Council to start considering identifying a location for a future Downtown Visitor Center housed by the Chamber of Commerce. At that time, Town staff indicated they would begin to explore options for the best location within the downtown area. His recommendation at that time was to proceed slowly, and maybe identify \$200,000 as the initial amount (if there is a location) that it could be used for acquisition of property. Also,

would include design concept so to provide Council with a more true cost of the building of such structure in the following year or following years. Within fiscal year 2019, more specifically August 2018, one of the recommendations to Council was to consider the Parks Administration building as town staff would be vacating the building and moving into Building B on the municipal campus. The Parks Administration building then repurposed to allow for the Chamber of Commerce and the Downtown Visitor Center to be located in this building. Council approved this in the fiscal year 2020 budget, the current budget cycle. Essentially, the Town transferred the \$200,000 from the previous budget cycle into the current budget cycle with the understanding that if the cost were within that \$200,000 – great; however, if not, the Town would bring this measure back to Council for its consideration.

The point in time that we are currently in is at 30% design. Usually it is a good idea to pause, inform and identify those areas that we wish to go forward with certain elements within that construction cycle, and then, proceed towards the 100% completion of the construction. As it stands at 30%, and in addition to the information that is included in the Council packet, the Manager's Office provided additional information to Council related to details of the cost involved with the project. The Town identified a base cost (those items that you need to do), then those items that are not essential but good to have.

The base cost includes certain items to bring the building into ADA specification compliance where there has been a significant deterioration with the structure and bathrooms. That is part of the base cost. Alternatives that the Town requested; **Mr. Rick Carr from Abacus Project Management** is available if Council has any questions of him. **Abacus** is our project manager for this project and has the expertise to guide the Town as our liaison, and as far as the architect and contract is concern.

The Town was given two alternatives to consider. The existing building has its main entrance door facing the parking lot. The security compound wall blocks the view of Parks Administration building. The security wall obstructs the entry way and, the view is not what it was formerly before the new police building. Additionally, this area is where the Town trash collection is situated.

As the Town was exploring options with members of the Chamber of Commerce Building Committee who met with Town staff and the architects to understand those options. If the Town were going to do certain modifications, then perhaps it should take advantage of some of those additional options, such as placing an additional entrance on the side of the building that faces Lon Adams. **Mr. Mehta** displayed renderings of the options of the remodeled building and described the options for Council to consider. There are additional offices that are not associated with the tenants and can be used for Town staff to occupy. The information that was provided to Council of the requested funds is \$500,000 should the Council wish to consider Options 1 and 2. If the Council elects to accept both the front entrance with the patio, and the landscaping, the Town would still request the \$500,000 because the Town is not sure how the cost will vary as it is currently

at 30% for design. If the Council elects not to have the front entrance, as it is one of the major cost differences, then the Town will work with the consultant to determine the best course with the amount Council has approved.

Mayor Honea stated the original \$200,000 approved a location site or design. More than a year ago he, **Vice Mayor Post**, and **Mr. Mehta** met to discuss ideas for finding a home for the Chamber of Commerce and Visitors Center, and it **Vice Mayor Post** who came up with the idea to use the Parks Administration building. Most of Council supported the idea. The building is set-up like most buildings on the campus, whereby the doors face inward and not outwardly. He has received telephone calls from Council Members asking whether the Chamber of Commerce has received a buyer for their building, as they would be moving into the Parks building. Marana purchased the building and paid \$85,000 for the building, and made a deal with the Chamber of Commerce that if they provided the Visitors Center and services to the Town for business community for five years, Marana would give them the building. They have and Marana honored that pledge. It is our hope that the Chamber of Commerce would participate somewhat in some of the cost for this building.

If the does not elect to do the front entrance off of Lon Adams, which he does not believe any changes need to be done, the parking lot will remain in the same location regardless of how the front of the building is facing. The dumpster will remain in the same location and is irrelevant to making changes to the entrance. Marana can save approximately \$100,000 by not moving forward on Options 1 and 2. Renovate the building and add an ADA bathroom, replace the ceiling tiles, as this building is 25 years old. The Town can actually do \$200,000 in addition to the \$200,000 that was previously budgeted while getting those repairs that are needed. Once the Chambers sell their building, Marana would ask them to participate up to \$25,000. The property is valued at approximately \$100,000, and it is likely that it would be torn down as the land has frontage value. The Chambers could pay to have the landscaping done to the building.

Council Member Bowen stated having the front entrance on Lon Adams is more welcoming to visitors, and sets the building up for current and future use, as supposed to leaving the entrance on the side of the building. He asked whether there is additional work needed for repairs of the roof. **Mr. Mehta** replied stating the roof is not part of the cost estimate; however, the ceiling interior is included. **Council Member Bowen** asked for clarification of the amount requested stating the \$200,000 was budgeted and carryforward with a suggested \$300,000 additional funding to finish the construction. He asked if we construct the Lon Adams entrance, would the side entry be closed. **Mr. Mehta** replied stating the side entrance would continue to be available. That would be the secondary access and allow persons to walk along the landscaped area.

Council Member Bowen, once the building has completed construction, would the Chamber's own or lease the building. **Mr. Mehta** stated, separately as this item has not come to Council. The Town will bring forth a lease agreement with the Chamber in the

near future. **Council Member Bowen** reaffirmed that he prefers to have the entrance off Lon Adams.

Council Member Comerford apologized to the employees of the Parks and Recreation Department for working in a hellhole for 15 years. She really thought she was paying attention, as she thought the cost of the construction to the building was \$200,000. One of the reasons she had been requesting to see the financials of the Town for the last six months is that she wanted to see the status of the projects that were budgeted. When she spoke to members of the Chamber's, they could not provide her with any information. She is glad the Town is having meetings, as no one is aware of what is occurring. The Town is spending \$73,000 on plans. The Town has the most talented staff in the world. In previous updates from the Town, our staff performed this level of service, including construction, and had done a wonderful job. She is sure the amount of work performed by staff did not add up to \$500,000. The reason for her questions is that the Chamber of Commerce is oriented in business. She bet a landscaping company would provide them those services for nothing.

She never knew Marana was going to lease the building, and she was not aware that Town staff would occupy offices. She stated to Council once she makes this comment she is done. "If you all think that you are leading this boat, you are crazy. This boat is sailing into the ocean with a bunch of drunk sailors who are spending money like it is going out of town." The Chamber was thrilled to get an old dilapidating building, because that gold mine that they are currently sitting is all but a moat when it is raining that, and is falling apart. She continued to express frustration with Town staff over the cost of the updates to the building, and lack of information provided to Council related to the building.

Council Member Comerford she does not understand why it has taken two years to obtain the information. Perhaps it is Council's fault that this staff is not getting the idea that Marana does not have an open checkbook. Council has \$3.5 million reasons to talk about that; another \$1.1 million reasons to talk about it; \$180,000 that Council approved last week; and \$2 million waiting in the Court. This happens long enough... she would like to give Marana employees a raise, give Marana residents the best service we can give. However, she will not ever approve an increase in anything as long as this sort of thing continues to occur. The matter does not come to the Council until it comes for a vote. It is unacceptable. She stated if she had received the previously requested information, this would not occur. Council would be part of the discussion.

Town staff forgets who is driving this boat. It is not staff. Council gives staff that responsibility after it gives staff direction. That applies to every position in leadership for the Town. As she was listening to the Home Rule presentation, she had to laugh because Council has been through this more times and more years than many have been employed with the Town. She wants Town staff to understand that Council wants the best, but that she has no faith and no trust at this time in the way that it is managed. She

apologized stating she really wants to as this is the first time in 25 years that she does not have that; and it makes her very sad.

Vice Mayor Post asked **Mr. Mehta** what type of Town staff would occupy a portion of the building space. **Mr. Mehta** replied stating the Town has not identified the staff who would locate there. The building itself is larger than the needs of the primary tenant. The Town has partitioned an area of the building off where divided from the Chamber, the common areas, and the conference room area. The area to the south is an area that does not need to be given to anyone as the Town is holding it. As additional staffing needs occur and a demand for space, an employee can be placed in that space. **Vice Mayor Post** stated Council and Town staff has discussed this item over the years of having the Chamber of Commerce and the Visitor Center be located in one area. In some of those discussions, Council spoke of the possibility of the Chamber renting some of those offices. He asked whether that is still a possibility as there are many smaller offices contained within that space. **Mr. Mehta** stated that is the Town building. If there is a suggestion for the Chamber or Council to consider, it is equally open. The southern area of the building is not needed for the purposes that the Chamber has provided.

Vice Mayor Post commented on the pictures presented by **Mr. Mehta** in his presentation stating the Lon Adams side of the building looks terrible. He stated he could go along with **Mayor Honea's** suggestion, but continued to state Lon Adams looks terrible. **Mr. Mehta** stated it could be dressed up if Council allows the option of landscaping to dress up the side of the building. **Vice Mayor Post** stated landscaping would certainly need to be added. He asked whether signage would be added to the building, and whether it would be stated as the Marana Visitor Center or Marana Chamber of Commerce. **Mr. Mehta** stated the rendering was something that the architect included within the drawing. Those discussions will be had come later and will have to comply with Marana's outdoor sign code.

Vice Mayor Post asked if landscaping the east side of the building, the Lon Adams side, is an expensive option, then he would select the entry way be located on the Lon Adams side. That if landscaping were an inexpensive option, the he would select the west side of the building. **Mr. Mehta** stated Council is getting into some details of cost and the alternates involve, he deferred to **Mr. Carr** to respond to the concerns of Council related to the project. **Mr. Mehta** stated the question is does Alternate 2, Landscaping that cost approximately \$28,000 is it associated with the line item of landscaping front side of Lon Adams.

Rick Carr the scope of the landscaping is also along the south side of the building to clean up that as well as on the east side as well. **Vice Mayor Post** responded stating the cost identified in the materials is approximately \$28,000. **Mr. Carr** stated yes. **Vice Mayor Post** asked whether the cost would keep the Town in the \$400,000 range for the project. **Mr. Mehta** provided some clarification of cost indicating if Council selected Alternates 1 and 2 that would keep the cost at approximately \$500,000. However, if Council only

elected to move forward with landscaping, we would have to do something a different landscaping treatment as it would not be the same as the front of the building. He provided examples of different variations of landscaping. **Vice Mayor Post** stated the only place that he is not very happy is with the lack choices that Council needs to make a decision. He understands the need for the Chambers to occupy the building –soon, and he is fine with that. He would agree with **Council Member Bowen** to proceed with Option 1 having the front facing of the building on Lon Adams.

Council Member Ziegler recalled that she was not in favor of using the Parks Administration building for the Chamber's use. She asked whether the building would be designated as the Chamber or the Visitor building. **Mr. Mehta** stated the Town owns the building, and it will house the Chamber of Commerce and the Visitors Center. **Council Member Ziegler** replied asking if someone ask for the location of the Chamber building, what type of signage would be posted? **Mr. Mehta** stated no decision has been made in terms of the signage of the building. Any signage associated with the tenant would be at their cost, and would have to comply with the Marana Outdoor Sign Code. The building belongs to the Town and the application would come to the Town for processing.

Council Member Ziegler stated her reasons for voting against the Chamber occupying the building be because some visitors are not familiar with Marana. If the Town had, the funds to construct a building, it would have been best situated near the Premium Outlet Mall. **Mr. Mehta** stated the Town could add wayfinding signage to assist persons looking for the Chamber. **Council Member Ziegler** stated it is her hope that the Town allows the Chamber to have their name on the signage as the Town often refers to the Chamber of Commerce. Regarding landscaping and frontage of the building, she agrees with **Vice Mayor Post and Council Member Bowen** and is in favor of that. It is expected that Marana will have visitors from other counties, countries, and states, that we would want to put our best foot forward. In terms of landscaping this project, the work that was done at the MOC has made that area look beautiful. She stated the work was completed by Marana's private prison group, and wondered whether the Town can look at those options in the future for this project. She said Marana has talented staff and she is assured that the landscaping can be accomplished in-house to reduce the cost.

She commented on Town staff potentially occupying the building stating that is not right as the Chamber would be paying the lease. **Mr. Mehta** stated the Chamber would pay their portion of the lease. **Council Member Ziegler** asked whether the Chamber is aware that Town staff may occupy a portion of the building. **Mr. Mehta** stated that they are not; that it is in the area that the Chamber is not leasing. It is the Town building, and we decide who goes into the building. **Council Member Ziegler** replied stating the occupants' needs to be clearly identified before leasing, as she does not feel comfortable with Town staff occupying a portion of the building. **Mr. Mehta** stated the area of the building has yet to identify in terms of occupying space. **Council Member Ziegler** ask how **Mr. Mehta** is aware that the Chamber will not occupy the entire building. **Mr.**

Mehta stated the Town has had multiple walk-throughs with the Chamber as well as discussions, and they have indicated that they are not seeking the full-size of the building for its use.

Council Member Ziegler stated she likes the open areas that provide other entities the ability to host its meetings in those open areas.

Council Member Kai stated he really appreciates **Mayor Honea** attempting to save the Town some money in by not relocating the entrance to the east side. Visitors coming into Town will be impressed coming into a building that looks like the rendering. He is in favor of having the front entrance on the east side of the building. Despite the cost to the Town, the updates will make the front of the building very appealing to visitors. He stated the parking lot should have a pull-through area who are visiting and have campers, and need the ability to pull in and drive out. **Mayor Honea** stated the parking lot is not large enough to accommodate campers' as there is only one exit. **Mr. Mehta** stated that is a great idea, as the Town had briefly discussed having this this option on the other side of the park. He stated that adding that type of parking would be an added feature to the area.

Mayor Honea stated **Council Ziegler** made an earlier comment stating that although the Town is a supporter of the Chamber of Commerce, Marana is not the only supporter of the Chamber. He would have an issue with Town staff occupying space in that building. He agrees with **Council Member Ziegler** on this issue. Council had discussed having the Marana Heritage Group also occupying the same space as the Chamber. **Council Member Comerford** stated they did not want that. They are a volunteer group. **Mayor Honea** stated if staff wish to occupy the building, then Town staff will locate a couple of offices in Building A on the municipal campus for the Chamber. By having staff in that building, would take away the Chamber independence and the work that they are doing. He does not have an issue with other volunteer groups seeking to occupy the space, but is not in favor of Town staff having offices located there.

[7:06 PM Minutes:] **Council Member Kai** departed the meeting.

Council Member Bowen asked **Mayor Honea** for clarification on his concern to having Town staff located in the building. **Mayor Honea** stated by having Town staff located in that building when the Chamber is operating (staffed and board meetings), staff would hinder the Chamber independence, as they are not part of Marana, and they are the Chamber of Commerce. **Council Member Bowen** expressed his concern over **Mayor Honea's** comments related to Town staff occupying a portion of the unused area of the building. **Council Member Ziegler** stated she agreed with **Mayor Honea** remarks about the occupancy of the building. **Mr. Mehta** stated Council are a couple of steps ahead in this process, as the Town has not made any decisions on this space outside of the Chamber and Visitor Center relocating there.

Council Member Comerford asked whether the Town has communicated to the Chamber that a portion of the building would not be available. **Mr. Mehta** stated yes. **Council Member Comerford** stated she has had conversations with the Chamber and they offered a ton of ideas for the space. She does not see those ideas/suggestions represented in the drawing. One of their ideas as they take care of all the businesses in the Marana community, and does a good job at retention and keeping those businesses in Town. Marana Chamber is one of the best in the region. Marana gives them \$40,000 per year, and they do much in the Town for Council. One of the suggested ideas was to provide space for homegrown businesses to be able to meet with clients on this side of the town. This would be a wonderful option where the Chamber could utilize a couple of the vacant office for their paying members to be able to conduct business with clients.

She stated the Chamber is excited about this, as membership is their main source of revenue for its operations. This is the discussion that the Town and Council should have had two years ago. She reminded Council and the Town that there is an employee memorial on the east side of the building. She asked whether it is still there as she is concerned that it will move—these current employees were not here back then. **Council Member Ziegler** asked whether the memorial would remain in its current location. **Mr. Mehta** replied stating it is part of the landscaping on the south side of the building. He described the area stating there will be no changes in that area.

Council Member Comerford stated to **Mr. Mehta** it would have been nice... when did you receive those pictures? Today? **Mr. Mehta** replied stating, **Council Member Comerford** this is the 30% design, and this is Council's opportunity to review it and provide feedback. The Town did not have a 30% design concept with cost until last week. After it emailed to Council, there was a minor adjustment due to a price decrease adjustment. Even after some of the changes had occurred, the Town could not have provided the drawing to Council earlier than when provided until it met the 30% design. There is not a 10%, 20%, or 25% design standard, and so the Town provided it to Council when received. If Council was provided this information a month or two or three ago... **Council Member Comerford** ask **Mr. Mehta** who does he think he is speaking too? She stated I would change the tone. **Mr. Mehta** stated he is speaking a little faster now. He continued explaining either way the project is at the 30% design mark. The Town has not held any documents back on this project. **Council Member Comerford** replied stating no Town staff has taken two years to arrive at 30%. **Mr. Mehta** replied stating **Council Member Comerford** point well taken from you; however, two years ago the project was estimated to cost \$200,000 to locate a site elsewhere.

Council Member Comerford interrupted stating she was done with **Mr. Mehta**. She addressed him stating you can turn around anything you want to, it is fine. She is done.

[7:11 PM: Minutes] **Council Member Comerford** prepared to depart the meeting and stated one more year, that is it.

Council Member Bowen commented on the cost of the building and what those cost entailed. **Mr. Mehta** explained the cost stating the building has repairs that are needed in order to bring it to code. **Council Member Bowen** stated the remaining cost are mostly related to the interior of the building. **Mr. Mehta** stated correct.

Vice Mayor Post stated that sometimes decisions like these have to be made when you have a great organization like the Marana Chamber of Commerce and is very pleased to continue to support them where Council can. This is a big step for them.

Vice Mayor Post moved to approve Option 1. Council Member Bowen second the motion.

Mayor Honea asked whether **Vice Mayor Post** wanted to consider Option 2 or to leave it out completely. **Vice Mayor Post** affirmed stating Option 1.

Mr. Mehta stated Alternate 1 and Alternate 2 together completes the door and the landscaping. **Vice Mayor Post** acknowledged his error and requested to amend his motion.

Vice Mayor Post amended his motion and Council Member Bowen affirmed the motion for the entire package to complete the project.

Mr. Mehta stated for clarification if there are any elements within based on comments received, or cost any further, Council is only providing spending authority to increase the amount from \$200,000 to \$500,000 with the understanding that the Town find other ways to reduce the cost. **Council Member Ziegler** commented on the contingency funds of approximately \$14,000 that those funds would not be used if the Town does not need to do so. **Mr. Mehta** explained within the \$500,000 estimate there is nearly \$40,000 $\pm$ on the construction side. The Town is playing this safe.

Motion passes, 5-0 with the current Council Members.

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 Bowen second the motion to adjourn the meeting. Motion passes, 5-0. Meeting adjourned at 7:15 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 25, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 03/17/2020

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: March 17, 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 #012 Restaurant liquor license application submitted by Kevin Arnold Kramber on behalf of Boston's The Gourmet Pizza located at 5825 W. Arizona Pavilions Drive Marana, Arizona 85653 (Cherry L. Lawson)

Discussion:

This application is for a series #012 Restaurant liquor license at Boston's The Gourmet Pizza located at 5825 W. Arizona Pavilions Drive 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 #012 Restaurant liquor license application submitted by Kevin Arnold Kramber on behalf of Boston’s The Gourmet Pizza located at 5825 W. Arizona Pavilions Drive Marana, Arizona 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 Boston’s The Gourmet Pizza located at 5825 W. Arizona Pavilions Drive Marana, Arizona 85653.

Attachments

Application

Affidavit of Posting

Local Governing Body Recommendation

DLLC Descriptions of Common Types of Liquor Licenses

MITABEN PATEL
PRAKASHKUMAR PATEL

MEMBER
MEMBER

50.00
50.00

MAA PAVILION RD LLC - MEMBER

Name: MITABEN PATEL
Gender: Female
Correspondence Address:

Phone:
Alt. Phone:
Email:

MAA PAVILION RD LLC - MEMBER

Name: PRAKASHKUMAR PATEL
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 94819
Application Type: New Application
Created Date: 01/17/2020

aizee Pama

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.
Yes
- 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?
Yes
- 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?
No
- 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
QUESTIONNAIRE	Alexis Mgr Q Attach Training Certs.pdf	01/17/2020
MENU	BP Bar Menu 20200117_13554325.pdf	01/17/2020
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	01/17/2020
MENU	Food & Non Alcoholic Menu.pdf	01/17/2020
QUESTIONNAIRE	Kramber Q Attach ASF US Passport.pdf	01/17/2020
QUESTIONNAIRE	Mitaben Q.pdf	01/17/2020
QUESTIONNAIRE	Prakashkumar Q.pdf	01/17/2020
RECORDS REQUIRED FOR AUDIT	Rec Req For Audit.pdf	01/17/2020
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	01/17/2020
LEASE	Sect. 5.pdf	01/17/2020

State of Arizona
Department of Liquor Licenses and Control

Created 02/07/2020 @ 05:00:27 PM

Local Governing Body Report

LICENSE

Number:	INP100010331	Type:	INP INTERIM PERMIT
Name:	BOSTON'S THE GOURMET PIZZA		
State:	Active		
Issue Date:	02/07/2020	Expiration Date:	05/22/2020
Original Issue Date:	02/07/2020		
Location:	5825 W ARIZONA PAVILIONS DRIVE MARANA, AZ 85653 USA		
Mailing Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

AGENT

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

OWNER

Name:	MAA PAVILION RD LLC		
Contact Name:	KEVIN ARNOLD KRAMBER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23050419	State of Incorporation:	AZ
Incorporation Date:	01/07/2020		
Correspondence Address:	[REDACTED]		
Phone:	[REDACTED]		
Alt. Phone:	[REDACTED]		
Email:	[REDACTED]		

Officers / Stockholders

Name:	Title:	% Interest:
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MITABEN PATEL
PRAKASHKUMAR PATEL

MEMBER
MEMBER

50.00
50.00

MAA PAVILION RD LLC - MEMBER

Name: MITABEN PATEL
Gender: Female
Correspondence Address:

Phone:
Alt. Phone:
Email:

MAA PAVILION RD LLC - MEMBER

Name: PRAKASHKUMAR PATEL
Gender: Male
Correspondence Address:

Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 94823
Application Type: New Application
Created Date: 01/17/2020

Aizee Parna

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
12104485
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
INTERIM NOTARY PAGE	Sect. 5.pdf	01/17/2020

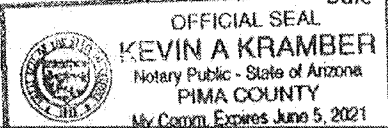
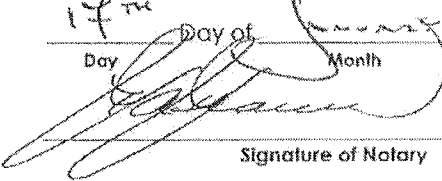
SECTION 5 Interim Permit

If you intend to operate business while the application is pending, you will need an interim permit pursuant to A.R.S. §4-203.01. For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01 (A)

1. Enter license number currently at the location: 12104485

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? N/A

NOTARY	
I (Print Full Name) <u>Smitaben Piyushkumar Patel</u> hereby declare that I am the Agent, Current Owner, or Controlling Person on the stated license and location.	
Signature: <u>S. P. Patel</u>	State of <u>Arizona</u> County of <u>Pima</u>
The foregoing instrument was acknowledged before me this <u>17th</u> Day of <u>January</u> , 20 <u>20</u>	
My Commission Expires on: <u>06/05/2021</u>	Day Month Year
	 Signature of Notary

SECTION 6 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. If the applicant is an entity, and not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

b) AZ Corporation or AZ LLC. File No: _____ Date authorized to do business in AZ: _____

2. List any individual or entity that owns a beneficial interest of 10% or more and/or controls the applicant or licensee. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed. Disclose all controlling persons and members, shareholders or general partners who own a beneficial interest of 10% or more of the applicant or licensee.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license A.R.S. §4-204

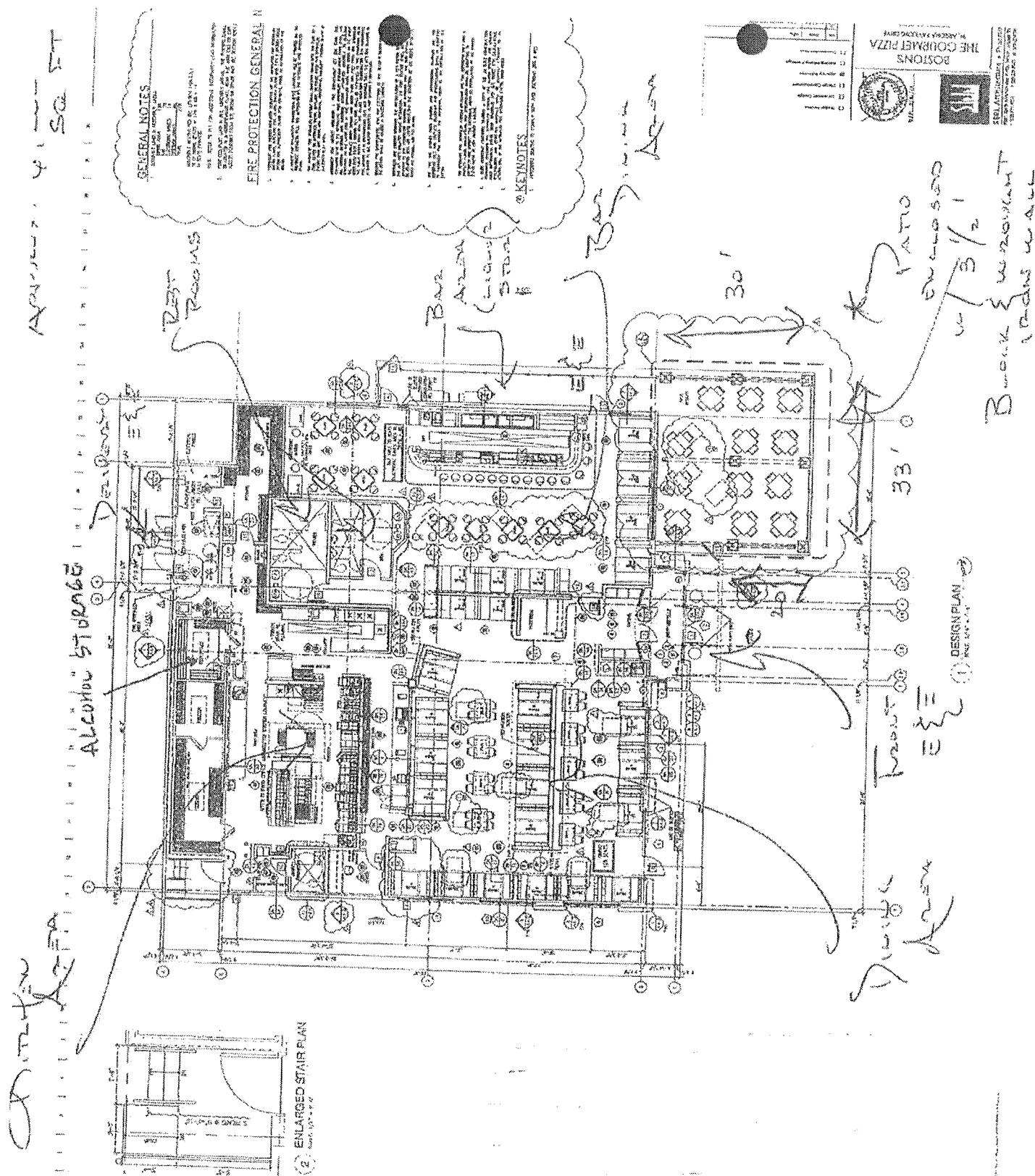
EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD, AND \$22 PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.





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: February 21, 2020 Date of Posting Removal: _____

Applicant's Name: Kramber Kevin Arnold
Last First Middle

Business Address: 5825 W. Arizona Pavilions Drive Marana 85653
Street City Zip

License #: 94819

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 Coordinator 520-382-1926
Print Name of City/County Official Title Phone Number

Signature Date Signed

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



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

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

1. City or Town of: Town of Marana Liquor License Application #: 94819
(Circle one) (Arizona application #)
2. County of: Pima County City/Town/County #: LL2020-08
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 17th of
(Governing body) (Regular or special) (Day)
March, 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 94819,
(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 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

A1

Meeting Date: 03/17/2020

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: March 17, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2020.005: Relating to Development; amending Marana Ordinance No. 2017.008, which approved the rezoning of approximately 34 acres of land located east of Twin Peaks Road and north of the Lambert Lane alignment, by revising the conceptual development plan and increasing the maximum number of lots from 59 to 62 (Brian D. Varney)

Discussion:

Request

Paradigm Land Design, LLC, representing Meritage Homes and the property owner, Frank Lin, is requesting to amend Ordinance No. 2017.008, adopted by the Marana Town Council on April 4, 2017. The adopted ordinance approved a rezoning of approximately 34 acres of land from R-144 (single-family residential) to R-6 (single-family residential) known as the Twin Peaks and Lambert Lane Rezoning. The rezoning approved the development of 59 lots along with active and passive open space.

The Town's review of the preliminary plat submittal for the proposed development revealed the post development conditions concerning the location of the erosion hazard setbacks for the regulated 100-year floodplain would place these setbacks within the boundaries of certain lots within the proposed subdivision. The Town informed the applicant that the floodplain regulations would not allow such encroachment onto any lot within a subdivision that proposes a minimum lot size of 16,000 square feet or less. Given the subdivision proposes a number of lots that do not meet this size requirement, a revision to the approved Conceptual Development Plan is warranted.

The proposed amendment includes a reconfiguration of lots within the approved

Conceptual Development Plan, removing the affected lots from within the boundaries of the erosion hazard setbacks, effectively bringing the proposed development into compliance with floodplain regulations. In addition, the applicant is requesting to add three additional residential lots to the Plan, increasing the total lot yield from 59 lots to 62 lots. The request for these additional lots necessitates an amendment to Condition No. 8 of the rezoning Ordinance, limiting the maximum number of residential lots within the Rezoning Area to 59 lots. The proposed increase in the number of lots will result in a slight increase in the overall gross density of the project from 1.74 to 1.82 residences per acre (RAC), still within the limits of the Low-Density Residential General Plan designation maximum of 2.0 RAC. Condition No.14 is also proposed to be amended, accommodating revisions to lot numbering as it applies to the restriction of certain lots to one-story home construction.

In January 2018, the applicants requested an administrative amendment to the Conceptual Development Plan approved by the Town Council on April 4, 2017 in order to accommodate minor modifications to a small number of lots within the project. The number of lots previously approved at a minimum size of one half-acre was decreased from 12 lots to 5 lots, and the number of lots previously approved at a minimum size of 6,600 square feet was increased from 42 lots to 49 lots. The proposed revisions met the criteria for administrative approval; therefore, the request was approved by the Development Services Director on January 11, 2018. The amended Conceptual Development Plan has been attached to this report and should be used for comparative purposes with the currently proposed Conceptual Development Plan.

Recommended Findings of Fact

1. The area subject to the proposed amendment is currently zoned R-6 (single-family residential), as approved by Marana Ordinance No. 2017.008. The proposed amendment to the Ordinance entails revisions to the Conceptual Land Use Plan including the reconfiguration of lots in order to avoid the erosion hazard setbacks as well as an increase in the total number of lots from 59 to 62.
2. With acceptance of the recommended conditions, the proposed amendment is in compliance with all other development standards of the Land Development Code related to this zoning classification.
3. This amendment, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis Review Criteria

1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:

With the acceptance of the recommended conditions this amendment complies with the requirements of all agencies.

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:

With the acceptance of the recommended conditions this amendment complies with the requirements of the zoning and the purpose and intent of the Land Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan:

This amendment is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan.

4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town:

Based upon the requirements and conditions, this amendment does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Public Notification

The public hearing was appropriately noticed in The Arizona Daily Star, and all property owners within 300 feet of the project were noticed by U.S. Mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2020.005 approving the proposed amendment to Marana Ordinance No. 2017.008.

Planning Commission Recommendation

The Planning Commission held a public hearing on January 26, 2020 to consider the proposed amendment and voted unanimously by a vote of 5-0 to recommend approval by the Town Council.

Suggested Motion:

I move to adopt Ordinance No. 2020.005, subject to the recommended conditions.

Attachments

Ordinance No. 2020.005

Exhibit "A" legal description

PCM2002-001 Amendment Ord 2017.008_proposed CDP

PCM2002-001 Amendment Ord 2017.008_admin approval January 11, 2018

PCM2002-001 Amendment Ord 2017.008_TC approved CDP

PCM2002-001 Amendment Ord 2017.008_Map

PCM2002-001 Amendment Ord 2017.008_App

MARANA ORDINANCE NO. 2020.005

RELATING TO DEVELOPMENT; AMENDING MARANA ORDINANCE NO. 2017.008, WHICH APPROVED THE REZONING OF APPROXIMATELY 34 ACRES OF LAND LOCATED EAST OF TWIN PEAKS ROAD AND NORTH OF THE LAMBERT LANE ALIGNMENT, BY REVISING THE CONCEPTUAL DEVELOPMENT PLAN AND INCREASING THE MAXIMUM NUMBER OF LOTS FROM 59 TO 62

WHEREAS Chun-Ying Frank Lin (the "Property Owner") owns approximately 34 acres of property previously entitled as R-6 (Single-Family Residential) zoning by the adoption of Ordinance No. 2017.008 by the Mayor and Council on April 4, 2017, and located on the east side of Twin Peaks Road north of the Lambert Lane alignment within Section 11, Township 12 South, and Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Marana Town Council approved a rezoning from R-144 (Single-Family Residential) to R-6 (Single-Family Residential) April 4, 2017; and

WHEREAS the Property Owner has authorized Paradigm Land Design, LLC and Meritage Homes to submit an application to amend Marana Ordinance 2017.008 (the "Amendment") revising the conceptual development plan and increasing the maximum number of lots from 59 lots to 62 lots; and

WHEREAS the Marana Town Council held a public hearing to consider this Amendment on March 17, 2020 and determined that the Amendment is in the best interest of the Town of Marana and the general public.

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

Section 1. Marana Ordinance No. 2017.008 is hereby amended, revising the conceptual development plan for the Rezoning Area and increasing the maximum number of lots from 59 lots to 62 lots.

Section 2. This Amendment is subject to the following conditions, which replace the conditions listed in Section 2 of Ordinance No. 2017.008, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code, and which shall be binding on the Property Owner and its successors in interest (all of whom are collectively included in the term "Property Owner" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the conceptual development plan presented to and approved by the Town Council as part of this Amendment.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owner and accepted by the Marana Water Department (the "water provider") prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owner must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owner and accepted by the Marana Water Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owner must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owner must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable) and emergency access, must be accepted by the applicable fire service provider(s) prior to Town Council consideration of a final plat for any portion of the Rezoning Area.

8. The maximum number of residential lots within the Rezoning Area shall be 62.
9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owner should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
10. The Property Owner shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owner shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
11. Prior to the issuance of any grading permits, the Property Owner shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
12. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owner's expense and a survey report shall be submitted to the Town and to the Arizona Game and Fish Department (AZGFD) prior to issuance of any grading permits. If a desert tortoise is found during the survey or at any time during construction, the Property Owner shall immediately notify the Town and the AZGFD, and the tortoise shall be moved in accordance with the most current AZGFD Tortoise Handling Guidelines at the Property Owner's expense.
13. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
14. Lots 5 through 13 and 41 through 62 as shown on the conceptual development plan presented to and approved by the Town Council as part of this Amendment shall be limited to one-story construction.
15. At the time a final subdivision plat is submitted for the Rezoning Area, the Property Owner shall dedicate additional right-of-way to provide a total half-width of 75 feet for Lambert Lane along the entire south boundary of the Rezoning Area. Where 30 feet of right-of-way width currently exists, an additional width of 45 feet will be dedicated. Where no right-of-way currently exists, the entire 75 feet will be dedicated. In lieu of requiring an additional permanent waterline easement in the Rezoning Area, the Town shall accommodate the placement of Metropolitan Domestic Water Improvement District water facilities within the dedicated Lambert Lane right-of-way.

16. At the time a final subdivision plat is submitted for the Rezoning Area, the Property Owner shall dedicate 30 feet of right-of-way along the entire east boundary of the Rezoning Area for Blue Bonnet Road.
17. The Property Owner shall dedicate a public sewer easement through the Rezoning Area extending from the Twin Peaks Road right-of-way to the 40-foot sewer easement along the east property boundary, enabling sewer facilities to be provided to future development west of Twin Peaks Road.
18. During construction of the subdivision, the Property Owner shall grade the Lambert Lane access drive from the west property boundary of Parcel No. 216-32-021C east to the Blue Bonnet Road alignment.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

Exhibit "A"

PARCEL 1:

That portion of the South half of the Southwest quarter of the Southeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Southeasterly of the Camino de Manana Road No. 220, as recorded in Book of Maps at page 2, in the office of the Pima County Recorder, Pima County, Arizona.

EXCEPT that portion conveyed in Docket 13648 at page 2596 and re-recorded in Docket 13663 at page 3648, and also recorded in Docket 13688 at page 23, described as follows:

COMMENCING at the Southeast corner of said Section 11, being a found 1-1/4 inch open iron pipe with a nail inside;

THENCE North 89 degrees 29 minutes 27 seconds West upon the South line of said Southeast Quarter, a distance of 1580.19 feet to the POINT OF BEGINNING;

THENCE continuing North 89 degrees 29 minutes 27 seconds West upon said South line, a distance of 92.95 feet to the Southeasterly right of way of Camino de Manana, as recorded in Book 2 of Road Maps at page 1, Pima County Recorder's office, Pima County, Arizona;

THENCE North 25 degrees 10 minutes 27 seconds East upon said right of way, a distance of 670.91 feet to a point of curvature of a tangent curve concave Southeasterly;

THENCE Northeasterly upon said right of way and upon the arc of said curve, to the right, having a radius of 1402.50 feet and a central angle of 1 degrees 58 minutes 02 seconds for an arc length of 48.15 feet to a point on the Westerly right of way line of Decker Drive as recorded in Book 23 of Road Maps at page 40, Pima County Recorder's office, Pima County, Arizona;

THENCE South 01 degree 19 minutes 42 seconds East upon said right of way line, a distance of 6.37 feet;

THENCE South 01 degrees 22 minutes 22 seconds East upon said right of way line, a distance of 186.45 feet to a point on a line 87.00 feet Southeast of and parallel with said Southeasterly right of way of Camino de Manana;

THENCE South 25 degrees 10 minutes 27 seconds West upon said parallel line, a distance of 424.68 feet to a point of curvature of a tangent curve concave Northwesterly;

THENCE Southwesterly upon the arc of said curve, to the right, having a radius of 1364.00 feet and a central angle of 3 degrees 29 minutes 32 seconds for an arc length of 83.14 feet to the POINT OF BEGINNING.

(JV Arb 105)

PARCEL 2:

A portion of the property described in Docket 462 at page 330 in the Southeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

The West 60 feet of the East half of the Southeast quarter of said Section 11 lying South of the new alignment of Camino de Manana/Dove Mountain Boulevard Extension as shown in the Town of Marana Right of Way Plans, Project No. 2001-52, further described as follows:

COMMENCING at the Southeast corner of said Section 11 being a found 1 ¼ inch open iron pipe with a nail inside, bearing South 89 degrees 29 minutes 27 seconds East a distance of 2701.63 feet from the South quarter corner of Section 11, a stone marked 1/4 on the North face;

THENCE North 89 degrees 29 minutes 27 seconds West upon the South line of said Southeast quarter a distance of 1290.84 feet to the POINT OF BEGINNING;

THENCE continuing North 89 degrees 29 minutes 27 seconds West upon said South line, a distance of 60.03 feet to the East one-sixteenth corner of the Southeast quarter of Section 11;

THENCE upon said sixteenth line North 01 degrees 22 minutes 22 seconds West, a distance of 460.63 feet to a point on the Southeasterly line of said new right-of-way alignment;

THENCE upon said right-of-way line North 25 degrees 10 minutes 27 seconds East a distance of 134.25 feet to a point on a line 60.00 feet East of and parallel with said sixteenth line;

THENCE upon said parallel line South 01 degrees 22 minutes 22 seconds East a distance of 582.70 feet to the POINT OF BEGINNING.

(JV Arb 297)

PARCEL 3:

All that portion of the Southeast quarter of the Southeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona lying South of the South right-of-way line of Camino de Manana;

EXCEPT the West 60 feet and the South 30 feet thereof;

FURTHER EXCEPT that portion conveyed in Docket 13586 at page 3811 and described as follows:

That portion of the parcel described in Docket 6210 at page 825, records of Pima County, Arizona Recorder, located in the Southeast Quarter of the Southeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Northwesterly of the Southeasterly right of way of Camino de Manana as proposed by the Town of Marana Project No. 2001-52, described as follows:

BEGINNING at the Northeast corner of the parcel described in Docket 6210 at page 825, also being the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 11, from which Southeast corner of Section 11 bears South 02 degrees 02 minutes 10 seconds East;

THENCE North 89 degrees 54 minutes 28 seconds West, along the North line of the parcel, a distance of 327.83 feet to the point of beginning on the proposed Southeasterly right of way;

THENCE continuing along the North line of the parcel, North 89 degrees 54 minutes 28 seconds West, a distance of 124.20 feet to a point on the Southeasterly right of way of Camino de Manana as it exists;

THENCE along the existing right of way, South 67 degrees 06 minutes 42 seconds West, a distance of 357.43 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the curve having a radius of 686.80 feet and a central angle of 24 degrees 55 minutes 02 seconds, an arc distance of 298.68 feet;

THENCE South 42 degrees 11 minutes 40 seconds West, tangent to the curve, a distance of 238.18 feet;

THENCE South 34 degrees 10 minutes 56 seconds West, a distance of 68.79 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the curve having a radius of 1402.70 feet and a central angle of 2 degrees 55 minutes 50 seconds, an arc distance of 71.75 feet to the West line of the parcel described in Docket 6210 at page 825;

THENCE South 01 degrees 20 minutes 54 seconds East, a distance of 146.28 feet to the

proposed right of way of Camino de Manana;

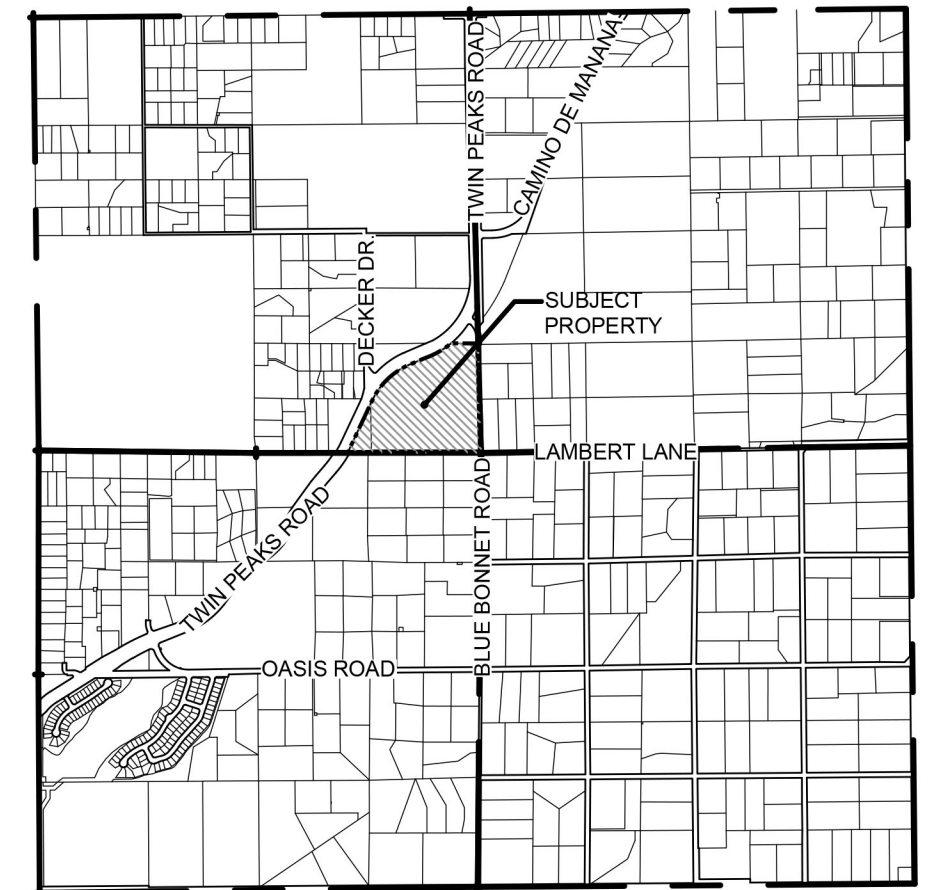
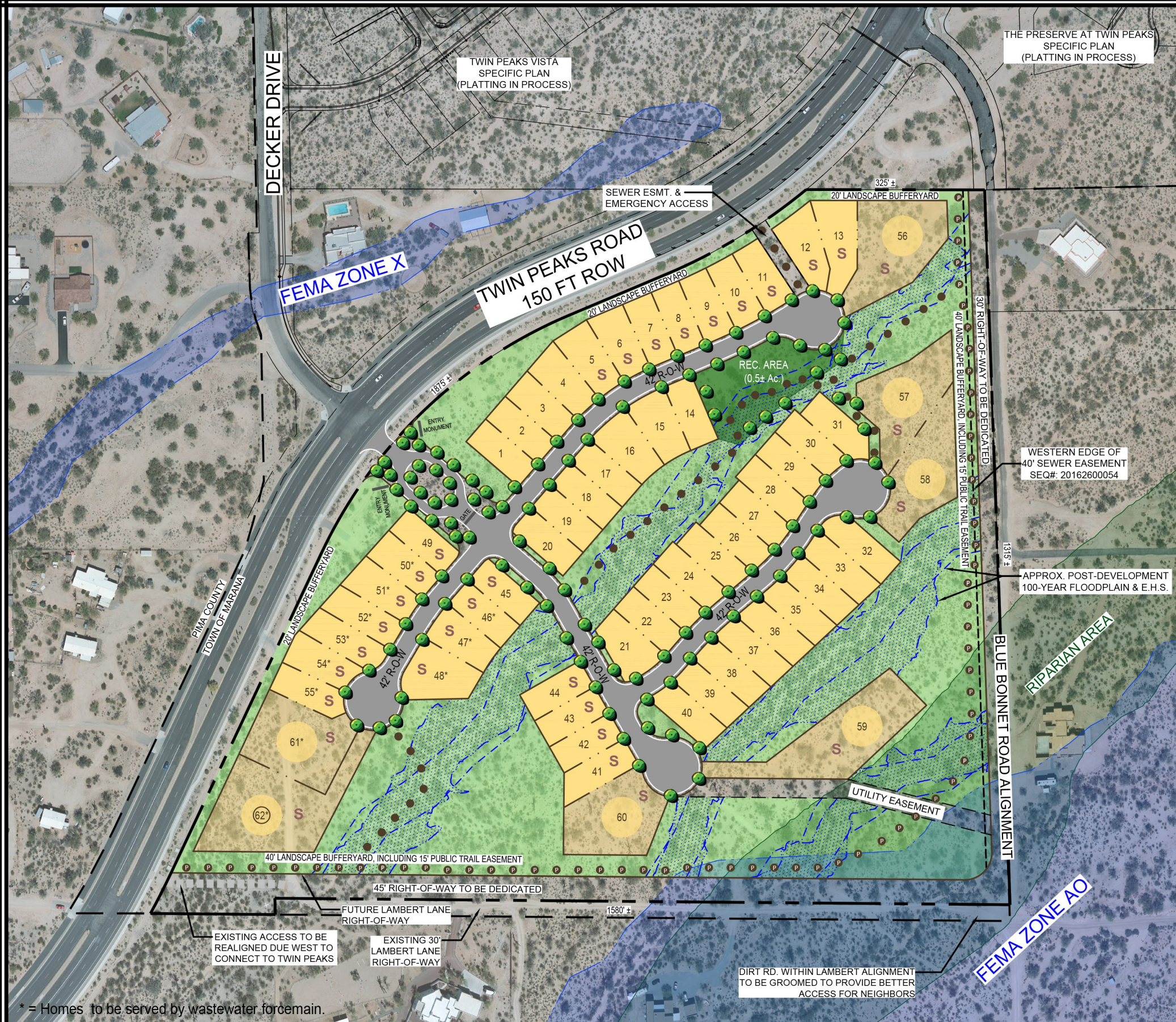
THENCE along the proposed right of way, North 25 degrees 10 minutes 27 seconds East, a distance of 91.35 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly, along the curve having a radius of 880.00 feet and a central angle of 41 degrees 56 minutes 15 seconds, an arc distance of 644.11 feet;

THENCE North 67 degrees 06 minutes 42 seconds East tangent to the curve, a distance of 196.11 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly, along a curve having a radius of 1030.00 feet and a central angle of 16 degrees 40 minutes 36 seconds, an arc distance of 299.80 feet to the POINT OF BEGINNING.

(JV Arb 102)



SITE LOCATION MAP



LEGEND

Proposed Private Trails: ● ● ● ● ●

Proposed Public Trails: P P P P P

Single-Story Restriction Indicated By: S

Proposed Homesites: 55' x 120' (55: Lots 1-55)

≥ 0.5 Ac. (7: Lots 56-62)

Note: Tree symbols shown for illustrative purposes only.

GENERAL NOTES

Property Size: 34.2 Ac.

Existing Zoning: R-6

Proposed Homesites: 62

Proposed Density: 1.8 Homes per Acre

Minimum Open Space: 30%

Proposed Private Trails: ● ● ● ● ●

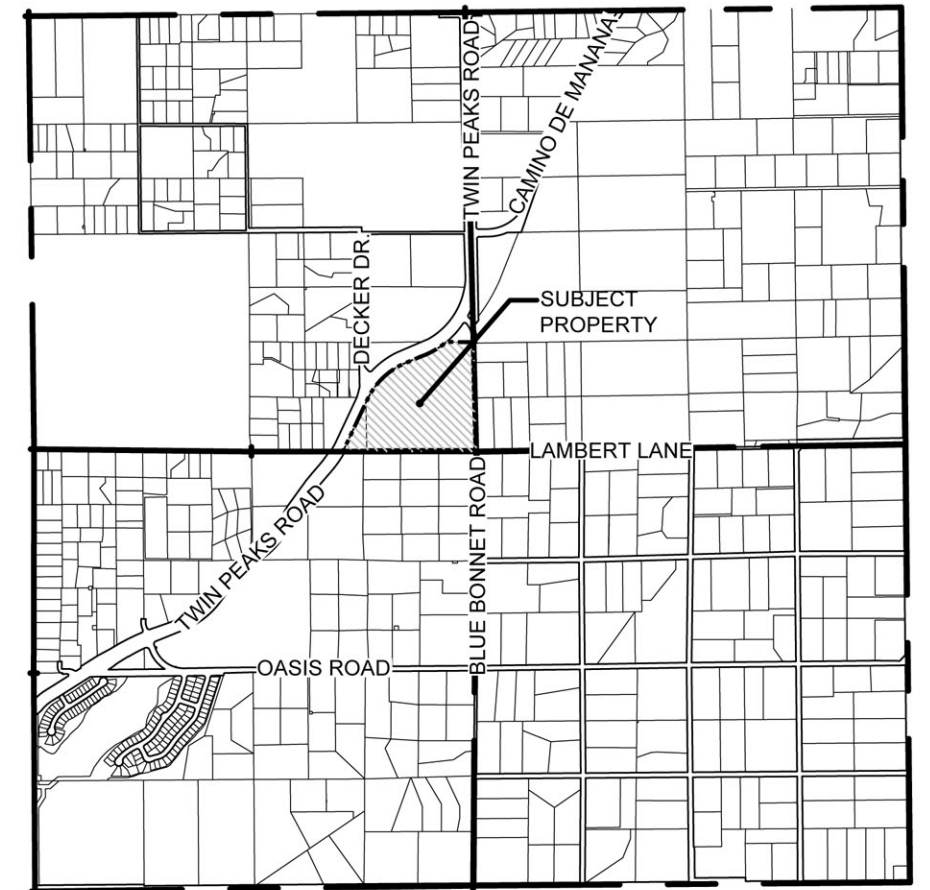
Proposed Public Trails: ●_P ●_P ●_P ●_P ●_P

Single-Story Restriction Indicated By: ●

Proposed Homesites:

55'x120'
One-Half Acre
One Acre

Property Size:	34.2 Ac.
Existing Zoning:	R-144
Proposed Zoning:	R-6
Proposed Homesites:	59
Proposed Density:	1.7 Homes per Acre
Open Space:	10.3 Acres (30%)



SITE LOCATION MAP

LEGEND

Proposed Private Trails: ● ● ● ● ●

Proposed Public Trails: P P P P P

Single-Story Restriction Indicated By: **S**

Proposed Homesites: 50'x120' (42: Lots 1-42)

One-Half Acre (12: Lots 43-54)

One Acre	(5: Lots 55-59)
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GENERAL NOTES

Property Size:	34.2 Ac.
----------------	----------

Existing Zoning: R-144

Proposed Zoning: R-6

Proposed Homesites: 59

Proposed Density: 1.7 Homes per Acre

Open Space: 10.3 Acres (30%)



Legend

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

1: 18,055



0.6 0 0.28 0.6 Miles

Notes

PCM2002-001



Development Services / maranaplanning@maranaAZ.gov

11555 West Civic Center Drive / Marana, AZ 85653

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Twin Peaks & Lambert Lane

Description of Project: Amendment to 2017 Rezoning Ordinance

Number of Lots: 62

Parcel No.(s): 216-23-072B & 073D

Gross Area (Acres): ~34

Project Address: 5600 E Camino de Manana, 85742

Ref. Project No.: Ordinance 2017.008

CONTACT INFORMATION

Owner: Frank Lin

Contact Name: Greg Wexler

Address: 6088 W Arizona Pavilions Dr, Suite 2

City: Marana

State: AZ

Zip: 85743

Email: GregWexler@Hotmail.com

Phone No.: (520) 977-8500

Applicant: Meritage Homes

Contact Name: Lisa Hoskin

Address: 5326 N La Cholla Blvd

City: Tucson

State: AZ

Zip: 85741

Email: Lisa.Hoskin@MeritageHomes.com

Phone No.: (520) 225-6853

Consultant/Engineer: Paradigm Land Design

Contact Name: Paul Oland

Address: 7025 N Siena Dr

City: Tucson

State: AZ

Zip: 85704

Email: GPO@ParadigmLand.US

Phone No.: (520) 664-4304

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.)

Lisa Hoskin

Lisa Hoskin

1/30/2020

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Project No. PCM 2002-001

Date Received 2/3/2020

Revision Date 03/29/2019



Council-Regular Meeting

A2

Meeting Date: 03/17/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: March 17, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: *Ordinance No. 2020.006: Relating to Utilities; temporarily suspending enforcement of Marana Town Code section 14-5-4 (Nonpayment of delinquent bill; filing of lien; interest) as it relates to disconnecting utility service for non-payment; and declaring an emergency (David L. Udall)*

Discussion:

In late 2019, a novel coronavirus (COVID-19) emerged with the potential for serious health complications for older citizens and those with underlying health conditions. COVID-19 has recently been declared a global pandemic by the World Health Organization and, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19. As a precautionary measure to help mitigate the spread of COVID-19, the Town of Marana Water Department is recommending that the Town temporarily suspend the disconnection of utility services for customers who are not paying their utility bill. This suspension is also a recommended response to the COVID-19 pandemic by the American Water Works Association.

If approved, this ordinance will immediately suspend the disconnection of utility services for non-payment until April 30, 2020, unless rescinded or extended by the Town Council. Utility customers will still remain financially responsible for all utility usage charges, including late fees. The financial impact on the Town resulting from suspending utility disconnections is estimated to be minimal.

Financial Impact:

The financial impact from this action is estimated to be minimal.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2020.006; temporarily suspending enforcement of Marana Town Code section 14-5-4 as it relates to disconnecting utility service for non-payment.

Suggested Motion:

I move to adopt Ordinance No. 2020.006, temporarily suspending enforcement of Marana Town Code section 14-5-4 (Nonpayment of delinquent bill; filing of lien; interest) as it relates to disconnecting utility service for non-payment; and declaring an emergency.

Attachments

Ordinance No, 2020.006

MARANA ORDINANCE NO. 2020.006

RELATING TO UTILITIES; TEMPORARILY SUSPENDING ENFORCEMENT OF MARANA TOWN CODE SECTION 14-5-4 (NONPAYMENT OF DELINQUENT BILL; FILING OF LIEN; INTEREST) AS IT RELATES TO DISCONNECTING UTILITY SERVICE FOR NON-PAYMENT; AND DECLARING AN EMERGENCY

WHEREAS in late 2019, a novel coronavirus (COVID-19) emerged with the potential for serious health complications for older citizens and those with underlying health conditions; and

WHEREAS on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic and, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19; and

WHEREAS as a precautionary measure to help mitigate the spread of COVID-19, the Town of Marana Water Department recommends temporarily suspending the disconnection of utility services for customers who are not paying their utility bill; and

WHEREAS temporarily suspending utility disconnection for non-payment is a recommended response to the COVID-19 pandemic by the American Water Works Association; and

WHEREAS utility customers will still remain financially responsible for all utility usage charges, including late fees, and the financial impact on the Town resulting from suspending utility disconnections is estimated to be minimal; and

WHEREAS the Town Council finds that revising Title 14 of the Marana Town Code regarding utilities as set forth in this ordinance is in the best interests of the Town and its residents.

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

Section 1. As a precautionary measure intended to help mitigate the spread of a global pandemic, the Town will not disconnect Marana Water Department utility customer's water supply as a result of delinquent payment of a bill for a utility rate, charge or fee, and hereby temporarily suspends enforcement of Marana Town Code section 14-5-4 (A) as it relates to turning off a customer's water supply. Notwithstanding this temporary suspension, utility rates, charges and fees, including late fees, are still due and payable to the town upon billing for continued utility usage.

Section 2. This temporary suspension shall remain in effect until April 30, 2020, unless rescinded or extended by the Town Council.

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

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

Section 5. Because it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, by a vote of ____ in favor and ____ opposed this 17th day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



Council-Regular Meeting

A3

Meeting Date: 03/17/2020

To: Mayor and Council

Submitted For: Frank Cassidy, Town Attorney

From: Suzanne Sutherland, Executive Assistant to the Town Clerk

Date: March 17, 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:

This item was on the Council's February 18 agenda, but was continued after the Council raised questions about potential liability relating to water quality. This agreement was negotiated by the Town Attorney, who was absent from the February 18 meeting due to an unexpected delay in testifying about a bill at the Arizona Legislature in Phoenix.

As a result of the Council's questions raised at the February 18 meeting, the proposed Transfer Agreement has been modified by adding two new paragraphs, both of which are found in the "Miscellaneous" section at the bottom of page 4 (newly inserted paragraphs 7.1 and 7.2).

In the first added paragraph, entitled "Release and Waiver of Claims," the District waives and releases any claims related to water quality. This added provision is a restatement and clarification of the "as is" language, which is already in the agreement. The District's representatives declined a broader "hold harmless" provision, which would have required the District to protect the Town from any third-party claim related to Falstaff system water quality issues.

The second added paragraph, entitled "Assignment of Claims related to the Assets," assigns to the District the Town's claims associated with the Falstaff system in the pending 3M litigation. During discussion of the proposed revision discussed above, the

District's representatives raised a concern about the District's ability to seek redress from product manufacturers for existing water quality issues at the Falstaff system. The Town Attorney contacted Napoli Schkolnik, the Town's outside counsel handling the 3M litigation, concerning the possible assignment of claims associated with the Falstaff system. A Napoli Schkolnik representative reviewed the proposed assignment language and sees no problem with it or with the District being joined as a plaintiff in the litigation. The assignment will not affect the Town's rights claims in the 3M litigation beyond those associated with the Falstaff system.

The following information was included in the agenda materials for the February 18 Council meeting, and is duplicated here for convenience:

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 Agreement DeAnza

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 17th day of March, 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. Release and Waiver of Claims. The District waives and releases any claims it may have against the Town now or in the future relating to the condition of the Assets, including without limitation any claims pertaining to the quality of the water.

7.2. Assignment of Claims related to the Assets. The Town hereby assigns to the District all claims that relate to the Assets that the Town has had or may have against any third party including all claims which have been made or could be made in the case captioned *City of Tucson and Town of Marana v. 3M et al*, Case Number 4:18-cv-00612-RM,

now consolidated as part of *In re Aqueous Film-Forming Foams (AFFF) Products Liability Litigation*, MDL No. 2873.

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

7.4. 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.

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

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

7.7. 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.

7.8. 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 7.8.

7.9. 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.

7.10. 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.

7.11. 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.

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

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

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

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

7.16. 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.

7.17. 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: _____

DEANZA DOMESTIC WATER
IMPROVEMENT DISTRICT OF PIMA
COUNTY, ARIZONA

By:  _____

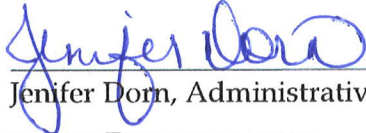
Its: Chairman / President

Date: 3/11/2020

ATTEST:

Cherry L. Lawson, Town Clerk

ATTEST:

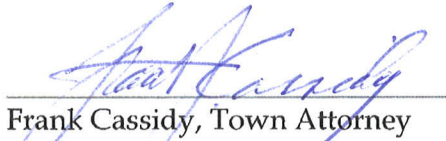


Jenifer Dorn, Administrative Manager

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: 3-16-2020

DEANZA DOMESTIC WATER

**IMPROVEMENT DISTRICT OF PIMA
COUNTY, ARIZONA:**



Steve Wene, Attorney for the District

Date: 3-4-2020

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	
	Booster station	motors with pumps	2	Berkely pumps, 3hp?
			1	

EXHIBIT B: LEGAL DESCRIPTION OF FALSTAFF WELL SITE

PARCEL I:
(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

A4

Meeting Date: 03/17/2020

To: Mayor and Council

Submitted For: Jane Fairall, Deputy Town Attorney

From: Libby Shelton, Senior Assistant Town Attorney

Date: March 17, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: *Resolution No. 2020-029: Relating to Personnel; approving a temporary personnel policy regarding employee leave and telecommuting (Jane Fairall)*

Discussion:

On March 13, 2020, President Trump declared a National State of Emergency to address the COVID-19 (Coronavirus) pandemic. To assist employees in taking necessary steps to follow safety guidelines as set forth by the World Health Organization (WHO) and Centers for Disease Control and Prevention (CDC) while maintaining essential services, this resolution authorizes various temporary personnel policies to address leave and telecommuting options. In addition, the resolution authorizes the Town Manager to adjust the personnel policies as necessary as the situation develops to ensure a balance of safety to Town employees and citizens and to ensure that essential services are maintained.

Financial Impact:

The recommended personnel policy changes are not expected to have a material impact on the Town's budget, as personnel costs are already budgeted and accounted for.

Staff Recommendation:

Staff recommends approval of the temporary policy.

Suggested Motion:

I move to adopt Resolution No. 2020-029 approving a temporary personnel policy regarding employee leave and telecommuting; and declaring an emergency.

Attachments

Resolution No. 2020-029
Exhibit A - Temporary Policy

MARANA RESOLUTION NO. 2020-029

RELATING TO PERSONNEL; APPROVING A TEMPORARY PERSONNEL POLICY REGARDING EMPLOYEE LEAVE AND TELECOMMUTING

WHEREAS Section 3-3-1 of the Marana Town Code provides that the Town Council may adopt personnel rules, regulations and policies that follow the generally accepted principles of good personnel administration which the Council may modify or change from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

WHEREAS the United States government declared a National Emergency related to the COVID-19 pandemic on March 13, 2020; and

WHEREAS the Town Council finds that a temporary personnel policy regarding employee leave and telecommuting options in response to the COVID-19 pandemic is in the best interests of the Town and its employees.

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

SECTION 1. The temporary personnel policy regarding employee leave and telecommuting, as set forth in Exhibit A attached to and incorporated by this reference in this resolution, is hereby adopted.

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 aforementioned temporary policy. The Town Manager is specifically authorized to implement further revisions to the temporary policy, consistent with generally accepted principles of good personnel administration and with general legal principles, as necessary in response to the evolving nature of the emergency.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 17th day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney



**TEMPORARY PERSONNEL POLICY REGARDING EMPLOYEE LEAVE AND
TELECOMMUTING**

Policy

In response to the pandemic coronavirus disease 2019 (COVID-19), the Town of Marana will temporarily remove some restrictions upon the use of employee leave and leave donation in certain circumstances and clarify imposed leave policy. This policy is designed to proactively promote responsible citizenship by ensuring that symptomatic employees and potentially exposed employees stay home and to encourage social distancing, when possible, and to accommodate the impact of school and childcare closures while ensuring that Town operations continue.

Section 1 Duration of Temporary Policy

This temporary policy shall remain in force and effect for as long as the Town Manager deems it appropriate, based upon information provided by public health officials regarding the duration of the pandemic COVID-19 outbreak.

Section 2 Coordination with Personnel Policies and Procedures

- A. To the extent that this temporary policy conflicts with the provisions of the Town of Marana Personnel Policies and Procedures, the provisions of this temporary policy shall govern during the time that this temporary policy is in force and effect. When this temporary policy is withdrawn by the Town Manager, the applicable provisions of the Personnel Policies and Procedures shall once again govern employee leaves.
- B. All provisions of the Personnel Policies and Procedures that are not in conflict with this temporary policy shall remain in full force and effect throughout the duration of this temporary policy.

Section 3 Use of Leave during a Public Health Emergency

- A. Employees are expected to not report to work in any of the following circumstances:

1. If the employee or a member of employee's household is exhibiting one or more ongoing flu-like symptoms, including the following:
 - a. Cough
 - b. Sore throat
 - c. Runny and stuffy nose
 - d. Shortness of breath
 - e. Muscle aches
 - f. Headache
 - g. Chills
 - h. Unusual fatigue
 - i. Nausea, vomiting, or diarrhea
 - j. Fever greater than 100.4 Fahrenheit
 2. If the employee has been exposed to someone infected with COVID-19.
 3. If an employee or a member of the employee's household has returned from travel to a country or areas with a Centers for Disease Control and Prevention (CDC) Level-3 Travel Health Notice.
- B. The employee shall not report to work for at least 14 calendar days from:
1. The onset of the ongoing symptoms;
 2. The date of notice of exposure; or
 3. The date of return from travel.
- C. To ensure the safety of both employees and the public, when a Department Head or supervisor is aware of or observes an employee exhibiting ongoing flu-like symptoms, the Department Head or supervisor, in consultation with the Human Resources director or designee, may place the employee on imposed leave for a period of at least 14 days.
1. If the employee has accrued MTO leave or sick leave balances, the employee may use leave hours for the duration of the imposed leave, or the employee may opt to go on administrative leave without pay. If an employee opts to go on administrative leave without pay rather than using accrued MTO or sick leave balances, the provisions of Section 8 of this temporary policy shall apply.
 2. Once an employee exhausts his or her MTO and sick leave balances, the employee may request to be advanced up to 80 hours of MTO from the next calendar year's allocation. The employee may use vacation leave or compensatory time for additional absences in accordance with this temporary policy. Employees who have exhausted all leave, or who have exhausted MTO and sick leave but have opted not to use vacation or compensatory leave, will be placed on Town-assigned administrative leave without pay.
- D. An employee's failure to comply with this policy or failure to leave work when directed may result in disciplinary action up to and including termination of employment.

- E. The Town may extend or shorten the 14 day period of imposed leave based on advice from medical professionals or the Pima County Department of Health, or test results.

Section 4 Vacation Leave

- A. Eligible employees shall be permitted to use vacation leave as the leave is accrued and shall not be required to wait until they have completed 180 days of employment as mandated by Section 4-1-5(A) of the Personnel Policies and Procedures, provided that the vacation leave is being used in lieu of MTO leave or sick leave. Eligible employees shall be able to use vacation leave time accrued in the same pay period as it is earned.
- B. Employees must have exhausted all accrued MTO leave and sick leave to be eligible to use vacation leave pursuant to this policy.
- C. Employees requesting vacation leave pursuant to this policy must indicate on the employee leave request that the vacation leave is being taken in lieu of MTO leave or sick leave.

Section 5 Sick Leave

In addition to the reasons listed in Section 4-2-3 of the Personnel Policies and Procedures, eligible employees shall be permitted to use sick leave for imposed leave due to potential exposure or return from travel to one of the countries or areas with a CDC Level-3 Travel Health Notice. If an employee is unable to come to work due to mandatory school closures or childcare closures, the employee shall contact their direct supervisor. The supervisor, in conjunction with the Department Director and Town Manager's Office, shall determine whether sick leave will be approved by examining whether essential services can be maintained in light of imposed leave and other absences.

Section 6 Managed Time Off (MTO) Leave

In addition to the reasons listed in Section 4-3-6(A) of the Personnel Policies and Procedures, eligible employees shall be permitted to use unplanned MTO for more than two days for imposed leave due to potential exposure or return from travel to one of the countries or areas with a CDC Level-3 Travel Health Notice. More than two days of MTO time can be used in conjunction with vacation and compensatory time for this purpose. If an employee is unable to come to work due to mandatory school closures or childcare closures, the employee shall contact their direct supervisor. The supervisor, in conjunction with the Department Director and Town Manager's Office, shall determine whether MTO leave will be approved by examining whether essential services can be maintained in light of imposed leave and other absences.

Section 7 Leave Donation

Eligible employees shall be permitted to receive leave contributions from other employees for personal illness or illness of a family member that does not meet the definition of “serious health condition” under Section 4-7-2(F) of the Personnel Policies and Procedures and for imposed leave.

Section 8 Administrative Leave without Pay

Eligible employees will not be required to use all paid leave balances concurrently with approved administrative leave before leave without pay is used. If an employee opts to use leave without pay, the employee will be required to use some form of paid leave to pay for voluntary and mandatory deductions from the employee’s paycheck. If all leave balances have been exhausted, the employee must pay for benefits as outlined in Section 4-8-6 of the Personnel Policies and Procedures.

Section 9 Telecommuting

- A. Telecommuting is defined as working from home. Employees are eligible for telecommuting if the essential functions of their position can be accomplished while working from home.
- B. If a Department Head or supervisor believes that in order to ensure the safety of fellow employees or the public an employee’s contact with others should be limited, the supervisor shall contact the Human Resources Department. If the Human Resources Department determines that the essential functions of the employee’s position can be accomplished through telecommuting and that contact with others should be limited, then the Human Resources Department shall request approval from the Town Manager or designee.
- C. If an employee is placed on a 14 day imposed leave period, and is not ill or experiencing flu-like symptoms, the employee or the employee’s Department Head or supervisor may request approval to telecommute from the Town Manager.
- D. If telecommuting is approved by the Town Manager or designee, the employee is expected to fulfill the essential functions of their position or, if an hourly employee, work a full day’s schedule while telecommuting. If there is not enough work to constitute a full work schedule, the employee can supplement actual worked hours with either paid leave or administrative leave without pay.
- E. The Town Manager has the administrative authority to adjust the telecommuting policy as necessary. Telecommuting is allowed at the discretion of the Town Manager and may be revoked at any time.

Section 11 Town-Assigned Administrative Leave With Pay

The Town Manager has the administrative authority to assign an employee to administrative leave with pay. If an employee is on Town assigned Administrative Leave with Pay, the employee shall be available by phone and/or email and, if applicable, shall telecommute or do other assigned work. If required to maintain essential functions, Administrative Leave with Pay can be rescinded and the employee is expected to return to work.

Section 12 FMLA

The Human Resources Department must be notified when an employee is absent for more than three days so that it can be determined if the employee has a serious health condition that falls under the Family and Medical Leave Act (FMLA). FMLA is not automatic for the pandemic influenza or virus. As defined under the FMLA, a “serious health condition” requires inpatient care or a period of incapacity for more than three consecutive calendar days and any subsequent treatment. This includes care for eligible family members. The Human Resources Department is the only Town department authorized to render a decision on a serious health condition. Decisions will be made on a case-by-case basis. If a serious health condition does not exist, then further verification may be waived. If it is determined that the employee has a serious health condition, FMLA leave may apply and the requirement for requesting a doctor’s certificate cannot be waived. In all cases involving more than three days of absence, the department must continue to notify Human Resources staff following normal procedures.

Section 13 Non-Discrimination

When implementing this policy, the Town of Marana will not discriminate on the basis of race, color, religion, national origin, age, sex, disability, veteran’s status, sexual orientation, or results of a genetic test received by the Town, when applicable.

Section 14 Privacy

Privacy rules apply to information regarding the employee and family members to include the medical condition of the employee and/or family member. The Americans with Disabilities Act (ADA), FMLA and the Health Insurance Portability and Accountability Act (HIPAA) laws protect medical information from being shared without the employee’s express and written consent. Employees should contact the Human Resources Department with questions regarding this and other leave policies.



Council-Regular Meeting

A5

Meeting Date: 03/17/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: March 17, 2020

Strategic Plan Focus Area:

Not Applicable

Subject: *Resolution No. 2020-030: Relating to Mayor and Council; temporarily suspending Marana Resolution No. 2009-69 section 2, subsection H, regarding the number of members of the Town Council and of special and standing boards, commissions, and committees of the Town allowed to participate in a public meeting by electronic attendance; and declaring an emergency (David L. Udall)*

Discussion:

Marana Resolution No. 2009-69 sets forth the criteria for members of the Marana Town Council and of special and standing boards, commissions, and committees of the Town (Members) to attend public meetings through electronic means. Section 2, subsection H, of Marana Resolution No. 2009-69 limits the number of Members that can attend a public meeting through electronic means to one.

In late 2019, a novel coronavirus (COVID-19) emerged with the potential for serious health complications for older citizens and those with underlying health conditions. COVID-19 was recently declared a global pandemic by the World Health Organization and, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19. Temporarily suspending the one-Member requirement and allowing Members to attend public meetings through electronic means may, as a precautionary measure, help mitigate the spread of COVID-19.

If approved, this Resolution will temporarily suspend section 2, subsection H, of Marana Resolution No. 2009-69 until April 30, 2020, unless extended or rescinded by the Town Council.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-030 temporarily suspending Marana Resolution No. 2009-69 section 2, subsection H, regarding the number of members of the Town Council and of special and standing boards, commissions, and committees of the Town allowed to participate in a public meeting by electronic attendance.

Suggested Motion:

I move to adopt Resolution No. 2020-030 temporarily suspending Marana Resolution No. 2009-69 section 2, subsection H, regarding the number of members of the Town Council and of special and standing boards, commissions, and committees of the Town allowed to participate in a public meeting by electronic attendance; and declaring an emergency.

Attachments

Resolution No. 2020-030

MARANA RESOLUTION NO. 2020-030

RELATING TO MAYOR AND COUNCIL; TEMPORARILY SUSPENDING MARANA RESOLUTION NO. 2009-69 SECTION 2, SUBSECTION H, REGARDING THE NUMBER OF MEMBERS OF THE TOWN COUNCIL AND OF SPECIAL AND STANDING BOARDS, COMMISSIONS, AND COMMITTEES OF THE TOWN ALLOWED TO PARTICIPATE IN A PUBLIC MEETING BY ELECTRONIC ATTENDANCE; AND DECLARING AN EMERGENCY

WHEREAS Marana Resolution No. 2009-69 sets forth the criteria for members of the Marana Town Council and of special and standing boards, commissions, and committees of the Town (Members) to attend public meetings through electronic means; and

WHEREAS section 2, subsection H, of Marana Resolution No. 2009-69 limits the number of Members that can attend a public meeting through electronic means to one; and

WHEREAS in late 2019, a novel coronavirus (COVID-19) emerged with the potential for serious health complications for older citizens and those with underlying health conditions; and

WHEREAS on March 11, 2020, the World Health Organization declared COVID-19 a global pandemic and, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19; and

WHEREAS temporarily suspending the one-Member requirement and allowing Members to attend public meetings through electronic means is a precautionary measure to help mitigate the spread of COVID-19; and

WHEREAS the Town Council finds that temporarily suspending section 2, subsection H, of Marana Resolution No. 2009-69 as set forth in this resolution is in the best interests of the Town and its residents.

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

Section 1. As a precautionary measure intended to help mitigate the spread of a global pandemic, the Town hereby temporarily suspends section 2, subsection H, of Marana Resolution No. 2009-69.

Section 2. This temporary suspension shall remain in effect until April 30, 2020, unless rescinded or extended by the Town Council.

Section 3. Because it is necessary for the preservation of the peace, health and safety of the Town of Marana that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, by a vote of ____ in favor and ____ opposed this 17th day of March, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney