



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 16, 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 June 16, 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 lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

Due to concerns related to the COVID-19 pandemic, as an alternative to appearing in person citizens may speak during the Call to the Public or Public Hearings or when called upon by Council by using Zoom, as directed below:

Please click the link below to join the Council meeting:

<https://us02web.zoom.us/j/83755004998?wd=QTI4dFE5eDhJMUFhOXI5N1ZWoeZ6QT09>

Password: 536715

Please note that in using this option, you will not be able to watch video of the Council meeting, you will only be able to hear the meeting and to speak if you are called upon.

For instructions on joining and participating in the Virtual Town Council Meeting click here: <https://www.maranaaz.gov/virtual-meetings>

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

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

- P1 Proclamation honoring Dr. Doug Wilson, Superintendent of Marana Unified School District (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Relating to Procurement; ratifying the Town Manager's approval of a change order to the Dowl, LLC design/construction management contract for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter Pad, and Terminal Apron project (AP025) in the amount of \$21,292; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Steve Miller)
- C2 Resolution No. 2020-062: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2020-2021 to support operation of the Marana Visitor Center and provision of services to the Marana community (David L. Udall)

- C3 Resolution No. 2020-063: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)
- C4 Resolution No. 2020-064: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2020-2021 (Laine McDonald)
- C5 Resolution No. 2020-065: Relating to Administration; approving and authorizing the Town Manager to execute AZ CARES Fund Grant Agreement Number ERMT-20-057 with the State of Arizona, acting through the Governor's office, for federal financial assistance through the U.S. Department of Treasury Coronavirus Relief Fund (CRF) (Kristin Taft)
- C6 Approval of the Regular Council Meeting Summary Minutes of June 2, 2020 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Resolution No. 2020-066: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a Lease Agreement with The J.D. Russell Company for the lease of approximately 0.817 acres of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Transportation; presentation, discussion and possible direction regarding the Town of Marana's tentative project list for the Regional Transportation Authority Continuation (RTA2) program (Jamsheed Mehta)
- D2 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2020/2021 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)
- D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/ government actions and on recent and upcoming meetings of the other governmental bodies (Jamsheed Mehta)

EXECUTIVE SESSIONS

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

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

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: 06/16/2020

From: Cherry L. Lawson, Town Clerk

Date: June 16, 2020

Subject: Proclamation honoring Dr. Doug Wilson, Superintendent of Marana Unified School District (Cherry L. Lawson)

Attachments

Proclamation



PROCLAMATION

Honoring Dr. Doug Wilson Superintendent of Marana Unified Schools District

WHEREAS, Dr. Doug Wilson has served as Superintendent of Marana Unified School District (MUSD) since July 2008 and will retire his post on June 30, 2020 after having served the district for 12 years; and

WHEREAS, Dr. Wilson completed his undergraduate and graduate studies in education while in Kansas and earned his Doctorate in Educational Leadership from Arizona State University. Prior to joining MUSD, he served as Assistant Superintendent in the Pueblo City Schools in Pueblo, Colorado, and served as Superintendent of Agua Fria Union High School District in suburban Phoenix. In his 36 years in education, **Dr. Wilson** has functioned as a teacher, coach, assistant principal, assistant superintendent and superintendent all the while instilling his philosophy to *"do what's best for the kids;"* and

WHEREAS, under his leadership at MUSD, **Dr. Wilson** rebranded the District's vision to *"Inspiring Students to learn today and lead tomorrow,"* established the Marana Schools 2340 Foundation to support students and staff through scholarship donations and grants, and bridged gaps within the community by meeting nutritional health needs and offering Wi-Fi, Chromebooks, and literacy encouragement with the implementation of the Marana Cares Mobile. Under his leadership, MUSD became the first district in the state to offer Code to the Future Computer Science Immersion Schools, which engages students in developing computer skills for programming and game design. **Dr. Wilson** demonstrated his commitment to technology and enhanced learning environments that has led to assigned mobile devices for all students and teachers at MUSD. He improved and maintained the district by establishing priorities and promises to be good stewards of the resources given to MUSD, and with that trust, **Dr. Wilson** was able to successfully bring forward capital improvement bond elections and two maintenance and operations budget overrides; and

WHEREAS, Dr. Wilson remained committed to fostering learning environments that focused on continuous improvement, preparing every student to become a lifelong learner and responsible citizen. He initiated and accomplished several projects during his tenure that include: 1) opening Gladden Farms Elementary School; 2) a Code To The Future Computer Science Immersion School; 3) Picture Rocks Elementary School K-6; 4) opening the CSTEM K-8 school in the Dove Mountain area; 5) expanding Twin Peaks Elementary to K-8; 6) expanding MCAT High School to 10th-12th grades and adding more career and technical programs; 7) a new MUSD Technology Center; 8) a state-of-the-art Transportation Center, and so many other projects that will continue to have a lasting effect on the quality of life for Marana residents; and

WHEREAS, after having spent many years educating, teaching, coaching, and leading many teachers and students, he will undoubtedly enjoy retirement with his wife, Dr. Kristi Wilson, and his daughter, Skye.

NOW, THEREFORE, be it resolved, the Mayor and Council of the Town of Marana commend and thank **Dr. Doug Wilson** for his years of service to the Marana community and urge citizens join them in congratulating him on his retirement.

Dated this 16th day of June 2020.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 06/16/2020

To: Mayor and Council

Submitted For: Steve Miller, Airport Manager

From: Dan Grossman, CIP Process Analyst

Date: June 16, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Procurement; ratifying the Town Manager's approval of a change order to the Dowl, LLC design/construction management contract for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter Pad, and Terminal Apron project (AP025) in the amount of \$21,292; authorizing the transfer of appropriations if necessary for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Steve Miller)

Discussion:

Marana Town Code Section 3-4-7(B)(4) provides that Town Council approval is necessary for change orders that individually or cumulatively exceed \$50,000. Section 3-4-8(B) provides that the town manager or designee may approve change orders to public improvements contracts that exceed \$50,000 if the town manager reasonably determines that doing so will avoid unnecessary contractor delay claims or costs or public health or safety hazards that would otherwise occur while awaiting town council approval, provided that town council ratification occurs as soon as practicable thereafter.

The budget for fiscal year 2019-2020 was adopted on June 18, 2019. The Airport Rehabilitation of Taxiways, Tie Downs, Helicopter Pad, and Terminal Apron (AP025) project was properly included within the Town of Marana's FY2020 Capital Improvement Plan. The final, revised budget amount for the project is \$6,758,371.

The Town and Dowl, LLC entered into a design/construction management contract in the amount of \$514,776 to design and conduct construction management for the project. The additional cost of this change order is \$21,292 and once approved the design/construction management contract will total \$536,068.

This will be the 1st change order for the Dowl, LLC design/construction management contract. This change order is necessary to cover additional design and construction management services. Design services include revising grades in various locations; removing a helipad and adding tie-downs, preliminary design to the Taxiway B-2 connector, and redesigning drainage in a parking lot due to a utility conflict. Added construction management includes time for approved contractor change orders and for unapproved schedule extension that is offset by liquidated damages charged to the contractor.

This is anticipated to be the final change order for this project. The Town has processed 11 previous change orders to the Pavex Corp. construction contract totaling \$573,296. This change order combined with the previous change orders to the Pavex construction contract will bring the cost of the project to \$6,188,203 and the total amount of change orders to \$594,588. Including the change order in this item, the cumulative amount of these change orders that may be paid by the FAA is \$488,934. Approximately \$90,798 is the Town's responsibility and it is not covered by either the FAA or the State.

Primary responsibility for management of the project and review of project change orders rest with Dowl, the designated airport engineer and project manager. However, this change order has been thoroughly reviewed by Town staff but has not yet been approved by the FAA. It should be noted that FAA approval indicates only that the change orders are eligible to be paid by the FAA grant in an amount not to exceed 15% of the original grant amount (\$4,497,369) at the conclusion of the project, and only if the FAA has additional grant funds available.

There is no guarantee that these additional costs will be covered by the FAA grant. Also, the amount of the reimbursement will be limited to an amount, yet to be determined, that will maintain the Town's eligibility to apply for future grants related to the Airport Control Tower project. As such, any amount not reimbursed by the FAA will be covered through budgeted transfers from the Town's General Fund. The amount to be reimbursed by the FAA will be determined upon final close-out of the project which is anticipated to take place by the end of fiscal year 2020.

Further, the Arizona Department of Transportation, which provided grant funding for 4.47% of the original project, has indicated that they will not contribute toward any portion of the change orders.

There is adequate budget capacity for the overall project. This change order affects only the Dowl, LLC construction management contract.

Financial Impact:

Fiscal Year: 2020
Budgeted Y/N: Yes
Amount: \$21,292

This change order will be funded with Airport Capital Funds, GL Account #52592000-8015-AP025.

Staff Recommendation:

Staff recommends ratification of the Town Manager's approval of the change order.

Suggested Motion:

I move to ratify the Town Manager's approval of the change order to the Dowl, LLC contract for the Airport Rehabilitation of Taxiways, Tie Downs, Helicopter Pad, and Terminal Apron project (AP025) in the amount of \$21,292; to authorize the transfer of appropriations if necessary for the change order; and to authorize the Town Manager or designee to execute the necessary documents to effectuate the change order.

Attachments

No file(s) attached.



Council-Regular Meeting

C2

Meeting Date: 06/16/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: June 16, 2020

Strategic Plan Focus Area:
Commerce

Subject: Resolution No. 2020-062: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2020-2021 to support operation of the Marana Visitor Center and provision of services to the Marana community (David L. Udall)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "Build Business and Community Relationships." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. For many years, the Town and the Chamber have worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 20-21, the Town will provide \$45,000 in funding for the Chamber's operation of the Marana Visitor Center and for other activities undertaken by the Chamber pursuant to the agreement. The Town will provide an additional \$15,000 in funding to the Chamber for FY 20-21 in light of financial difficulties resulting from the COVID-19 public health emergency. The additional \$15,000 will be made available to the Chamber in July 2020. Under the agreement, the Chamber will:

1. Operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will also collaborate on finding

ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center.

2. Provide a link to the Town's tourism website for visitor information.
3. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.
4. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution.
5. Organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.
6. Collaborate with the Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.
7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town.
8. Partner with the Marana Film Office on events and activities to promote the film industry in the Town.

The Chamber will monitor and report quarterly on progress in each of these categories.

The term of the agreement is one year, expiring on June 30, 2021.

Financial Impact:

Fiscal Year: 2021
Budgeted Y/N: Y
Amount: \$60,000

The amount of \$45,000 is budgeted in the Bed Tax Fund, while the additional \$15,000 is budgeted in the General Fund (10010000).

Staff Recommendation:

Staff recommends approval of the funding agreement.

Suggested Motion:

I move to adopt Resolution No. 2020-062, approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2020-2021 to support the operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

Resolution No. 2020-062
Exhibit A - Funding Agreement

MARANA RESOLUTION NO. 2020-062

RELATING TO ECONOMIC DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2020-2021 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS the Marana Strategic Plan IV includes “Commerce” as a focus area with a principle statement to seek and retain diverse industries and commerce in order to promote sustainable economic health; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for FY 2020-2021, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

BE IT FURTHER RESOLVED that the Town’s Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the funding agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

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

RECITALS

A. Town has established a need for economic development activities to ensure a sustainable community.

B. Commerce is identified as one of the five focus areas of the Marana Strategic Plan adopted by the Town Council.

C. Chamber operates a Visitor Center and provides other services for the community that provide information about Town's attractions and business services benefitting the Town and its residents.

D. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

E. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits \$45,000 of funding from Town's Fiscal Year 2020-2021 budget to Chamber to assist in funding Chamber's activities under this Agreement. Town also hereby commits an additional \$15,000 of funding from Town's Fiscal Year 2020-2021 budget to Chamber for Fiscal Year 2020-20201 to further assist in funding Chamber's activities under this Agreement in light of financial difficulties resulting from the COVID-19 public health emergency.

Section 2. Outputs. Between July 1, 2020 and June 30, 2021, Chamber hereby agrees to provide the following outputs with Town general assistance funding provided under this agreement:

2.1. Chamber will operate the Marana Visitor Center during established business hours of 8:30 AM – 4:30 PM, Monday through Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will collaborate on finding ways to improve the Visitor Center’s appearance and experience, and staffing from volunteers.

2.2. Chamber will provide a link on its website to the Town’s tourism website for visitor information.

2.3. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

2.4. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories for its own distribution.

2.5. Chamber will organize and execute the “State of the Town” event to provide Town officials the opportunity to address the community on current affairs.

2.6. Chamber will collaborate with Town on questions and methodology used to conduct surveys of the Marana community regarding the local business climate.

2.7. Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town.

2.8. Chamber will partner with the Marana Film office on events and activities to promote the film industry in Town.

Section 3. Payments. Town shall pay Chamber the additional \$15,000 of COVID-19-related funding during the month of July, 2020. Town shall pay Chamber the remaining funding in three installments of \$15,000.00 each, once per quarter, except the fourth quarter of Town’s fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 4. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 2 of this Agreement. Town may additionally request a written or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 2 of this Agreement.

Section 5. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

5.1. \$1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

5.2. \$1,000,000 per occurrence business automobile liability (if the Chamber has vehicles).

5.3. \$1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

5.4. State of Arizona minimum workers' compensation coverage (if Chamber has paid staff).

5.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 6. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

6.1. Articles of incorporation.

6.2. Current bylaws.

6.3. List of current members of Chamber's Board of Directors.

6.4. Current fiscal year's budget approved by Chamber's Board of Directors.

6.5. Internal Revenue Service designation letter.

Section 7. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 5 above or to Chamber's corporate

documentation listed in Section 6 above shall be provided to the Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 5 above or that in the Town's reasonable opinion materially affect the Chamber's ability to deliver the outputs set forth in Section 2 above constitute default for which Town may withhold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 8. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 10 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 8.1 and 8.2 below.

8.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

8.2. Arbitration. If mediation (paragraph 8.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 9. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 10. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13881 North Casa Grande Highway
Marana, Arizona 85653

Section 11. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 12. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 13. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 14. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 15. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 16. Time Essence. Time is of the essence for purposes of this Agreement.

Section 17. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 18. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 19. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 20. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 22. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 23. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of

Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 24. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 25. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 26. Interpretation. This Agreement has been negotiated by Town and Chamber, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 27. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 28. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 29. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 30. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 31. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on July 1, 2021, unless sooner terminated by the mutual consent of the Parties.

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

Chamber:
MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Ed Honea, Mayor

By: _____
Printed: _____

Date: _____

Its: _____
Date: _____

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBITS

- A. Payment Request Form
- B. Quarterly Report Form



TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2020-2021)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: _____ Title: _____

Authorized by: _____
Authorized Signer _____ Date: _____

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: \$ _____

+ / - Adjustments (Program Income/Other): \$ _____

Net Request This Period: \$ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	\$ 45,000.00	\$ -0-	\$ -0-	\$ 45,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	\$	\$	\$	\$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: ☐ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana

Quarterly Report – Exhibit B

Fiscal Year 2020-2021

Agency Name: Marana Chamber of Commerce, Inc.
Project: Visitor's Center Operations

Agency Name: Marana Chamber of Commerce, Inc.

Project: Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1-September 30 2020	October 1-December 31 2020	January 1-March 31 2021	April 1-June 30 2021	Year-to-Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Membership Directories. Data Source: Chamber records						
Output: The Chamber will distribute 5,000 Marana maps to area merchants, visitor centers, and attractions. Data Source: Chamber records						
Output: The Visitor's Center will operate the Monday – Friday, 8:30 am – 4:30 pm observing regular holidays. Data Source: Calendar						
Output: The Chamber will track the number of hits on the Visitor section on its website. Data Source: Website Counter						
Output: The Visitor's Center will track the number of visitors to the center. Data Source: Chamber records						



Council-Regular Meeting

C3

Meeting Date: 06/16/2020

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: June 16, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-063: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the 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 (MTC) for a number of years to obtain the use of inmate labor crews from the Marana Community Correctional Treatment Facility (MCCTF) for work on Town public works projects. On March 17, 2020 the Town Council adopted Resolution No. 2020-028 approving the latest version of the inmate work contract.

The proposed amendment to the contract allows MTC to have broader discretion to prohibit the assignment of inmates for work assignments when MTC reasonably believes there is likelihood of risk to the health or safety of the public, inmate workers or MTC staff.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-063, authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services.

Suggested Motion:

I move to adopt Resolution No. 2020-063, authorizing the Finance Director to execute Amendment One to the 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. 2020-063

Exhibit A

MARANA RESOLUTION NO. 2020-063

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AMENDMENT ONE TO THE 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 Town Council adopted Resolution No. 2020-028 approving the latest version of the Inmate Work Contract on March 17, 2020 and the parties wish to amend the agreement; and

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

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

SECTION 1. Amendment One to 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 16th day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT ONE

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.

Pursuant to and in accordance with the Special Terms and Conditions Paragraph 5.11 Amendments, the following change is made to the contract:

Section 3.8 is hereby corrected to read:

FROM:

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:

TO:

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, or other situation in which MTC reasonably believes there is likelihood of risk to the health or safety to the public, inmate workers or MTC staff) the following guidelines shall govern:

IS SECTION LEFT BLANK INTENTIONALLY

By signing, all parties agree to the terms and conditions of this Contract shall remain in full force and effect.

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

**TOWN OF MARANA
FEDERAL ID # 86-6006756**

ARIZONA DEPARTMENT OF CORRECTIONS

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

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

Additional Signatures as Applicable

Management & Training Corporation (MTC)

Signature	Date
<u>Jeremy Casey</u>	
Typed Name	
<u>Warden</u>	
Typed Title	

Signature	Date
Typed Name	
Typed Title	

Prepared By: Stephen Castillo, Senior Procurement Specialist
Date: April 24, 2020

This amendment shall be effective when all signatures are affixed.



Council-Regular Meeting

C4

Meeting Date: 06/16/2020

To: Mayor and Council

Submitted For: Laine McDonald, Town Magistrate

From: Jane Fairall, Deputy Town Attorney

Date: June 16, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-064: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2020-2021 (Laine McDonald)

Discussion:

Marana Municipal Court uses technology and staff from the Pima County Adult Detention Center to conduct video hearings for prisoners who have been arrested, held, or sentenced for their Marana Municipal Court charges. This is the most efficient way to ensure these individuals are seen by a judge in Marana in a timely manner without having to bear the cost, risk, and complications associated with transporting these defendants to the court to be seen in person.

The attached IGA is substantially the same as the IGA approved by the Council for 2019-2020.

This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one-year term, from July 1, 2020 to June 30, 2021, and may be extended for an additional four years.

Financial Impact:

Fiscal Year: 2021

Budgeted Y/N: Y

Amount: \$12,000

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2020-064, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for the provision of video-court hearings of municipal prisoners for 2020-2021.

Attachments

Resolution No. 2020-064

Exhibit A - IGA

MARANA RESOLUTION NO. 2020-064

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2020-2021

WHEREAS individuals who are incarcerated pursuant to charges and orders under the jurisdiction of the Marana Municipal Court are held at the Pima County Adult Detention Center; and

WHEREAS the Pima County Adult Detention Center has the staff and technology necessary for these prisoners to appear in Marana Municipal Court via video-conferencing; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide video-court hearings for Marana Municipal Court prisoners; and

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MARANA
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL INMATES

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF MARANA, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal inmates; and

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

WHEREAS the provision of video-court hearings for municipal inmates will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, The Town and County hereby agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for the Pima County Sheriff's Department Corrections Bureau to provide the Town of Marana Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Complex (PCADC).
2. **Obligations of the Parties.** PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the courtroom, providing clerical support for court documentation and faxing required documentation back to MMC.

MMC shall fax PCADC's Records Unit appropriate documentation on each MMC defendant prior to the defendant leaving the video court session.

Each video court session will be held week days, beginning at 1200 hours. This session both Town and County agree that this schedule may be changed based on either party's need for more video court time, or based on other factors that could require a different schedule. MMC

shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.

Town will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	\$32.53
Total for three hours:	\$97.59

“Town of Marana inmate” shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Municipal Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Municipal Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.

Criteria and Rules Governing Billing:

- a. A “billable video-court session” is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.
- b. Should a “billable video-court session” not occur in any given week, the Town will not be billed that week.
- c. The Town will be billed monthly for these services. Invoicing for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

Criteria for Assessment of Billing:

- a. The costs of a “billable video-court session” shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.
- b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

County will submit a statement of Town video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly billing, excluding contested charges. Contested charges shall be paid within 30 days of

resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

3. **Term.** This IGA shall be in effect from July 1, 2020 through June 30, 2021. This IGA may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension shall be by written amendment executed by the governing bodies of the parties.
4. **Costs.** Neither party shall be obliged to the other party for any costs incurred pursuant to this IGA, except as herein provided.
5. **Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of either of the parties.
6. **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees.
7. **Insurance.** Each party shall obtain and maintain at its own expense, for the duration of this IGA, the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this IGA involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

The above requirements may be met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11-952.01 at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation,

County shall have no further obligation to the Town other than for services already provided.

9. **Termination.** Either party may, at any time and without cause, terminate this IGA by providing ninety (90) days written notice of intent to terminate.
10. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511, the pertinent provisions of which are incorporated herein by reference.
11. **Compliance with Laws.** Each party to this IGA comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in a court of the State of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this IGA shall apply, but do not require an amendment.
12. **Non-Discrimination.** Town and County will not discriminate against any Town or County employee, client or any other individual in any way involved with the Town or County, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. Town and County agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.
13. **ADA.** Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Workers' Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

- 18. Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
- 19. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Highway
Tucson, AZ 85714

Town:

Town of Marana
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
130 W. Congress St., 10th Floor
Tucson, AZ 85701

Clerk of the Board
130 W. Congress St., 5th Floor
Tucson, AZ 85701

- 20. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment executed by the parties.

Remainder of Page Intentionally Left Blank

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of its Town Council and attested to by the Town Clerk:

ATTEST:

TOWN OF MARANA, a municipal corporation

Town of Marana Clerk

Mayor

Date

Date

ATTEST:

PIMA COUNTY, a body politic

Clerk, Board of Supervisors

Chairman, Board of Supervisors

Date

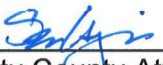
Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

TOWN OF MARANA:



Deputy County Attorney

Town of Marana Attorney



Council-Regular Meeting

C5

Meeting Date: 06/16/2020

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: June 16, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-065: Relating to Administration; approving and authorizing the Town Manager to execute AZ CARES Fund Grant Agreement Number ERMT-20-057 with the State of Arizona, acting through the Governor's office, for federal financial assistance through the U.S. Department of Treasury Coronavirus Relief Fund (CRF) (Kristin Taft)

Discussion:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming, bipartisan support on March 27, 2020. The CARES Act established the Coronavirus Relief Fund (CRF). The U.S. Department of the Treasury was appropriated \$150B for CRF to distribute to states and units of local government with over 500,000 in population.

Arizona was allocated a total of \$2.8 billion. Five cities/counties within Arizona (Mesa, Phoenix, Tucson, Maricopa County and Pima County) received a combined direct allocation total of \$965.4 million. \$1.8 billion was received by the Governor's Office and \$441 million is being allocated by the Governor's Office to local jurisdictions with populations under 500,000 through the AZCares Fund. The state allocated \$5,628,966 to the Town of Marana based on a population formula allocation.

This funding may be used for public safety and/or public health salaries and employee-related-expense (ERE) costs incurred between March 1, 2020 and December 30, 2020. Public safety includes Sheriff Deputies, Police Officers, 9-1-1, Fire, and Emergency Medical Services (EMS). Costs such as overtime, hazardous duty pay, COVID specific training, and PPE are not eligible under this funding award but should be submitted to FEMA through its Public Assistance (PA) Grant Program. Funds can replace General Fund monies used only for public safety regular salary costs and ERE allowing these replaced funds to be used for any purpose based on local needs.

While Resolution 2019-043 provides the Finance Director authority to act on behalf of the Town with respect to emergency management funding and related documentation, it does not explicitly authorize the Finance Director to execute grant agreements. As a result, tonight's item is being brought before Council for consideration which authorizes the Town Manager to execute the grant agreement.

Town has completed the initial application process and all other necessary documentation and is ready to accept the complete amount of the award once the grant agreement is executed. Once funds are received they will be placed in a separate fund as required by the award and then transferred to the General fund.

Financial Impact:

Fiscal Year: 2020

Budgeted Yes

Y/N:

Amount: \$5,628,966

\$5,628,966 will be used for public safety salaries and ERE which are budgeted in the General Fund. Funds will be transferred from the Grant Fund (2015) to the General Fund to pay for eligible public safety related salary expenses.

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the grant agreement with the State of Arizona for the CRF allocation.

Suggested Motion:

I move to adopt Resolution No. 2020-065, approving and authorizing the Town Manager to execute AZ CARES Grant Agreement Number ERMT-20-057 with the State of Arizona, acting through the Governor's office, for federal financial assistance through the US Department of Treasury Coronavirus Relief Fund (CRF).

Attachments

Resolution No. 2020-065

Grant Agreement

AZ Cares Fund Allocations

AZ Cares Certification Form

MARANA RESOLUTION NO. 2020-065

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AZ CARES FUND GRANT AGREEMENT NUMBER ERMT-20-057 WITH THE STATE OF ARIZONA, ACTING THROUGH THE GOVERNOR'S OFFICE, FOR FEDERAL FINANCIAL ASSISTANCE THROUGH THE U.S. DEPARTMENT OF TREASURY CORONAVIRUS RELIEF FUND (CRF)

WHEREAS the United States Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act on March 27, 2020; and

WHEREAS the CARES Act established the Coronavirus Relief Fund (CRF), appropriating \$150 billion for distribution to states and units of local government with over 500,000 in population; and

WHEREAS Arizona was allocated a total of \$2.8 billion, of which the Governor's Office is allocating \$441 million to local jurisdictions with populations under 500,000 through the AZCares Fund; and

WHEREAS the state allocated \$5,628,966 to the Town of Marana based on a population formula allocation; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into the AZCares Fund grant agreement with the State of Arizona to receive the allocated federal financial assistance.

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

SECTION 1. The AZCares Fund Grant Agreement Number ERMT-20-057, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

State of Arizona
Office of the Governor
AZCares Fund Program

ERMT Grant Number: ERMT-20-057
Award Amount: \$5,628,966

Grant Agreement Terms and Conditions

This Grant Agreement ("Agreement") is between the Town of Marana ("Grantee") and the State of Arizona, acting through the Governor's Office ("Grantor"), (sometimes, individually, a "Party," or collectively, "Parties").

I. Purpose

Distribution to local Arizona jurisdictions of federal financial assistance from The U.S. Department of the Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

II. Term, Effective Date, and Termination

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

III. Renewal and Amendments

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards to the AZCares Fund, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

IV. Obligations of the Parties

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees that it will submit financial and activity reports to Grantor in a format provided by the Grantor, documenting the activities supported by these grant funds and

providing an assessment of the impact of these activities. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- c. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or Grantor-approved payments. Reports are due pursuant to the schedule listed in this Agreement.
- d. The final request for reimbursement of grant funds must be received by the Grantor on or before the last day of the project period.
- e. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days of written request received from the Grantor.
- f. Grantee agrees that all encumbered funds must be expended and that payroll and Employee Related Expenses (ERE) must be paid on or before the expiration of this Agreement.
- g. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- h. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- i. Required programmatic and financial reports are submitted according to the schedule below. At any point, the Grantee can submit its final report thus ending its need to submit any subsequent reports:

Programmatic and Financial Reports	
Report Period:	Due Date:
March 1 st – June 30 th	July 3 rd
July 1 st – September 30 th	October 5 th
October 1 st – December 30 th	January 4 th

Responsibilities of the Grantor:

- a. Once the following actions and documents are completed by Grantee and have been received, verified, and approved by the Grantor, payment to the Grantee will be completed within 5 business days:
 - i. Obtained a Duns & Bradstreet number;
 - ii. SAM.gov registration completed;
 - iii. AZCares Fund application submitted;
 - iv. AZCares Fund Certification Form submitted;
 - v. Budget/expense request submitted;
 - vi. Award acceptance submitted;
 - vii. State of Arizona General Accounting Office (GAO) Automated Clearing House (ACH) set-up completed; and
 - viii. The Agreement executed by the Grantee or an email from the Grantee sent to ospber@az.gov stating that the Agreement is on the Grantee's board/council agenda for review and execution. Grantee will provide the exact date of the board/council meeting in that email.

V. Fund Management

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

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

- a. Financial Management
- b. Procurement
- d. Property
- e. Travel

c. Personnel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable [federal regulations for administrative requirements, cost principles and audits](#)

VI. DUNS/CCR

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the [System for Award Management](#) ("SAM"). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located [here](#).

VII. Reporting Requirements

In compliance with the CARES Act reporting requirements, the Grantee is required to provide the following information:

- a. the total amount of funding received from the AZCares Fund;
- b. the amount of funding received that was expended or obligated for each project or activity;
- c. a detailed list of all projects or activities for which large covered funds were expended or obligated, including—
 - i. the name of the project or activity;
 - ii. a description of the project or activity; and
 - iii. the estimated number of jobs created or retained by the project or activity, where applicable; and
- d. detailed information on any level of subcontracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (31 U.S.C. 6101 note) allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

VIII. Organizational Audit Requirements

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found [online](#).

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

IX. Unallowable Costs

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

X. Conflicts of Interest Policy

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

XI. Acknowledgement of Federal Funding in Communications and Contracting

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

XII. Mandatory Disclosures

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

XIII. Data Collection and Performance Measurement

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

XIV. Ad Hoc Submissions

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

XV. Applicable law

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

XVI. Documents incorporated by reference

The AZCares Fund Allocations and Certification Form are both incorporated into this Agreement in its entirety. Grantee warrants that it has read and understands the AZCares Fund Allocations and Certification Form and agrees to be bound by them in their entirety. In the event of any divergence between this Agreement and the AZCares Fund Allocations and Certification Form, this Agreement shall control.

XVII. Payments

Grantee reimbursements are based only on expenditures approved in its Application budget and budget narrative. A Grantee shall be reimbursed initially for actual public health and safety payroll expenses and EREs for the time period of March 1, 2020 up to the Grantee's application submission or the most recent pay period. If an allocation award balance exists, then the Grantee will either include forecasted payroll expenses and EREs in its application or submit further reimbursement request(s) of its actual public health and safety payroll expenses and EREs until its allocation is fully expended. The Grantee will need to provide its previous year's total actual expense(s) for that category(ies) to validate projection. Overtime is not an eligible expense for reimbursement request(s) from the AZCares Fund. For purposes of the AZCares Fund, Fire, Emergency Medical Services (EMS), 9-1-1, and Sheriff/Police personnel are considered public safety. The Grantee shall use the forms provided by the Grantor to submit reimbursement requests.

Per Federal guidance:

- a. these public health and safety expenses do NOT need to be materially related to the Coronavirus Disease 2019 (COVID-19) public health emergency.
- b. these funds are designed to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, the Grantee may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

Grantee must:

- a. register for the U.S. Department of Homeland Security, Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Grant Program via the Arizona Department of Emergency and Military Affairs (DEMA) [portal](#).
- b. submit an application for FEMA PA Grant Program to be verified by DEMA to successfully complete, maintain compliance, and closeout the Public Health and Safety Stabilization Program.
- c. enroll in automatic clearing house (ACH) payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions." Vendor account set-up and payment information can be found [here](#).

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault or negligence of the Grantee.

XVIII. Notification of Program Changes

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

XIX. Relationship of Parties

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State

of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

XX. Other

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor 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.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
 - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
 - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
 - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

IN WITNESS WHEREOF, the Parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Authorized Signatory	Date
----------------------	------

Printed Name and Title

Additional signature(s) if required by political subdivision	Date
--	------

Printed Name and Title	Date
------------------------	------

Attest:

Clerk	Date
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Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Governor’s Office with the signed Agreement.

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

Legal counsel for Grantee	Date
---------------------------	------

Printed Name and Title

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

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

FOR GOVERNOR’S OFFICE:

Matthew Gress, Director State of Arizona Governor’s Office of Strategic Planning and Budgeting	Date
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AZCARES FUND ALLOCATIONS

CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Apache County	61,456	\$7,055,552
Eagar	4,941	\$567,259
St. Johns	3,512	\$403,201
Springerville	1,978	\$227,087
TOTAL APACHE COUNTY POPULATION	71,887	
Cochise County	50,007	\$5,741,132
Benson	4,880	\$560,257
Bisbee	5,225	\$599,865
Douglas	16,193	\$1,859,063
Huachuca City	1,736	\$199,305
Sierra Vista	43,045	\$4,941,849
Tombstone	1,303	\$149,593
Willcox	3,533	\$405,612
TOTAL COCHISE COUNTY POPULATION	125,922	
Coconino County	52,978	\$6,082,222
Flagstaff	75,038	\$8,614,855
Fredonia	1,281	\$147,068
Page	7,529	\$864,379
Sedona**	2,822	\$323,985
Tusayan	580	\$66,588
Williams	3,248	\$372,892
TOTAL COCONINO COUNTY POPULATION	143,476	
Gila County	25,791	\$2,960,977
Globe	7,347	\$843,484
Hayden**	631	\$72,443
Miami	1,780	\$204,356
Payson	15,813	\$1,815,437
Star Valley	2,308	\$264,974
Winkelman**	348	\$39,953
TOTAL GILA COUNTY POPULATION	54,018	
Graham County	21,096	\$2,421,960
Pima	2,558	\$293,676
Safford	9,983	\$1,146,114
Thatcher	5,200	\$596,995

TOTAL GRAHAM COUNTY POPULATION	38,837	
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Greenlee County	5,002	\$574,263
Clifton	3,708	\$425,703
Duncan	788	\$90,468
TOTAL GREENLEE COUNTY POPULATION	9,498	
La Paz County	14,138	\$1,623,136
Parker	3,207	\$368,185
Quartzsite	3,763	\$432,018
TOTAL LA PAZ COUNTY POPULATION	21,108	
Maricopa County	325,615	*Allocation recieved from U.S. Department
Apache Junction**	335	\$38,461
Avondale	87,931	\$10,095,056
Buckeye	79,620	\$9,140,899
Carefree	3,927	\$450,846
Cave Creek	5,838	\$670,241
Chandler	261,165	\$29,983,456
El Mirage	35,753	\$4,104,679
Fountain Hills	25,200	\$2,893,126
Gila Bend	2,100	\$241,094.00
Gilbert	254,114	\$29,173,954
Glendale	252,381	\$28,974,995
Goodyear	86,840	\$9,969,802
Guadalupe	6,631	\$761,282
Litchfield Park	6,436	\$738,895
Mesa	518,012	*Allocation recieved from U.S. Department
Paradise Valley	14,637	\$1,680,424
Peoria**	175,961	\$20,201,477
Phoenix	1,680,992	*Allocation recieved from U.S. Department
Queen Creek**	44,968	\$5,162,621
Scottsdale	258,069	\$29,628,014
Surprise	141,664	\$16,263,957
Tempe	195,805	\$22,479,699
Tolleson	7,372	\$846,354
Wickenburg**	7,189	\$825,344
Youngtown	6,859	\$787,458

TOTAL MARICOPA COUNTY POPULATION	4,485,414	
*US Census Bureau, 2019 Estimated		
**City/town boundaries are in two (2) counties, total combined allocation is listed on last page		
CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Mohave County	79,583	\$9,136,651
Bullhead City	40,884	\$4,693,751
Colorado City	4,836	\$555,205
Kingman	31,013	\$3,560,496
Lake Havasu City	55,865	\$6,413,669
TOTAL MOHAVE COUNTY POPULATION	212,181	
Navajo County	70,275	\$8,068,031
Holbrook	5,084	\$583,677
Pinetop-Lakeside	4,469	\$513,071
Show Low	11,442	\$1,313,617
Snowflake	5,995	\$688,265
Taylor	4,321	\$496,079
Winslow	9,338	\$1,072,064
TOTAL NAVAJO COUNTY POPULATION	110,924	
Pima County	366,996	*Allocation recieved from U.S. Department of the Treasury
Marana**	49,030	\$5,628,966
Oro Valley	46,044	\$5,286,153
Sahuarita	31,421	\$3,607,337
South Tucson	5,715	\$656,119
Tucson	548,073	*Allocation recieved from U.S. Department of the Treasury
TOTAL PIMA COUNTY POPULATION	1,047,279	
Pinal County	236,659	\$27,170,006
Apache Junction**	42,236	\$4,848,970
Casa Grande	58,632	\$6,731,338
Coolidge	13,130	\$1,507,410
Eloy	19,625	\$2,253,079
Florence	27,422	\$3,148,226
Hayden**	0	\$0
Kearny	2,168	\$248,901
Mammoth	1,687	\$193,679
Marana**	0	\$0
Maricopa	52,127	\$5,984,522
Queen Creek**	5,922	\$679,884
Superior	3,178	\$364,855

Winkelman**	3	\$344
TOTAL PINAL COUNTY POPULATION	462,789	

*US Census Bureau, 2019 Estimated

**City/town boundaries are in two (2) counties, total combined allocation is listed on last page

CITY/TOWN/COUNTY	POPULATION*	AZCARES FUND ALLOCATION
Santa Cruz County	25,521	\$2,929,978
Nogales	20,103	\$2,307,956
Patagonia	874	\$100,341
TOTAL SANTA CRUZ COUNTY POPULATION	46,498	
Yavapai County	91,067	\$10,455,089
Camp Verde	11,187	\$1,284,341
Chino Valley	12,375	\$1,420,731
Clarkdale	4,391	\$504,116
Cottonwood	12,253	\$1,406,725
Dewey-Humboldt	4,137	\$474,955
Jerome	455	\$52,237
Peoria**	0	\$0
Prescott	44,299	\$5,085,816
Prescott Valley	46,515	\$5,340,227
Sedona**	7,517	\$863,001
Wickenburg**	903	\$103,670
TOTAL YAVAPAI COUNTY POPULATION	235,099	
Yuma County	61,126	\$7,017,666
San Luis	34,778	\$3,992,743
Somerton	16,554	\$1,900,508
Wellton	3,044	\$349,471
Yuma	98,285	\$11,283,763
TOTAL YUMA COUNTY POPULATION	213,787	
AZCARES FUND TOTAL ALLOCATIONS	7,278,717	\$440,745,718

*US Census Bureau, 2019 Estimated

**City/town boundaries are in two (2) counties, total combined allocation is listed on last page

CITY/TOWN	TOTAL ALLOCATION
*Boundaries overlap two counties	
Apache Junction	\$4,887,430
Hayden	\$72,443
Marana	\$5,628,966
Peoria	\$20,201,477
Queen Creek	\$5,842,506
Sedona	\$1,186,985
Winkelman	\$40,297
Wickenburg	\$929,015

AZCares Fund

Certification Form (Attachment B)

I, **Yiannis Kalaitzidis**, am the Finance Director of the Town of Marana, and I certify that:

1. I have the authority on behalf of the Town of Marana to request grant payments from the State of Arizona for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (March 27, 2020).
2. I understand that the State of Arizona will rely on this certification as a material representation in making grant payments to the Town of Marana.
3. I acknowledge that the Town of Marana should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601 of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the State of Arizona Governor's Office, and the Arizona Auditor General's Office, or designee.
5. As a condition of accepting these federal funds, local jurisdictions must maximize Federal Emergency Management Agency ("FEMA") reimbursements. As part of the AZCares Fund, local jurisdictions must apply for FEMA's Public Assistance (PA) Program. Federal dollars cannot under any circumstances be claimed twice for the same expense.
6. I acknowledge that the Town of Marana has an affirmative obligation to identify and report any duplication of benefits. I understand that the State of Arizona has an obligation and the authority to deobligate or offset any duplicated benefits.
7. I acknowledge and agree that the Town of Marana shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. The Town of Marana's proposed uses of these federal funds provided as grant payments pursuant to section 601 of the Social Security Act and subsequent United States Department of the Treasury guidance will only be for payroll expenses (not overtime) for public health and safety employees.
9. AZCares Fund allowable costs were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Signature: 

Printed Name: Yiannis Kalaitzidis

Title: Finance Director

Date: 6/2/2020



Council-Regular Meeting

C6

Meeting Date: 06/16/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: June 16, 2020

Subject: Approval of the Regular Council Meeting Summary Minutes of June 2, 2020
(Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes 06/02/2020



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 2, 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. **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

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

CALL TO THE PUBLIC

Mayor Honea open the meeting to receive public comments and the following individuals provided comments:

J.J. Sidwell resident spoke in support of Resolution No. 2020-061 related to the construction on Adonis Road Extension project.

Julie Glass spoke in support of the Adonis Road Extension project.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Bowen stated he wished to thank, support and commend the Marana Police Department for their professionalism in times when police departments across the nation are taking a hard hit.

Council Member echoed the comments of **Council Member Bowen**.

Council Member Officer wished to thank Southern Pacific Railroad as the work on the crossing has made the drive to San Lucas a very smooth drive. He asked **Town Manager Jamsheed Mehta** to extend the Council appreciation for the work done.

Council Member Ziegler thanked members who have called into the meeting for the Adonis Road Improvement project as the Town Council has heard them for many years. She has responded too many of residents who live in that area. Council was tired of the stalling and decided to take control and have the Town to build the road. She and other Council Members do apologize for having taken so long to build the road.

Vice Mayor Post stated he does not have a report; however, asked whether Council plans to speak about the splash pads. **Mayor Honea** stated he had planned to make a comment in his report.

Mayor Honea stated he has been encouraging Town staff to open the splash pad at Cross Road Park and at Marana Heritage Park as the weather is heating up this week. As this is not an agenda item, he asked Council to support the splash pads opening this week. Communities around the state are trying to develop parameters for reopening its splash pads and aquatics. Council agreed the splash pad should be opened at this time.

He commented on a telephone call that he had with **Governor Ducey** on Saturday and Sunday, stating **Mayor McFarland** of Casa Grande participated on the call for some time. The Governor was checking in on each of the communities in light of current events including rioting. Wednesday is considered a National Day of Protest and Marana Police is trying to stay on top of the situation, as the Town want to ensure the public and the police remain safe while protesting. He referenced **Governor Ducey's Executive Order** relating to the curfew, and stated Marana is doing very well.

Mayor Honea continued stating he does not know anyone who has COVID-19 as he has spoken with ministers as well as **Father Edson** and they do not know of anyone

who has the virus. In speaking with **Governor Ducey**, he stated loss of employment and business closure is a concern for residents and business owners. The Governor is aware of this and it is likely that we will go to Phase 2 in reopening the state.

He has had conversations with the mayors of Oro Valley and Sahuarita to check-in on both as well as to pledge community support of assistance if needed. **Police Chief Terry Rozema** has had conversations with neighboring communities who have offered to assist Marana if needed, and Marana has extended the same.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta reported that Council has received the Executive Report for the month of May the Town issued single-family residential permits that exceeded the Town's budgetary target for the fiscal year of 735. At the end of May, the Town had issued 744; there were 57 residential permits issued in May. June is traditionally a strong month; however, this June may prove to be different in those numbers.

He spoke of **Governor Ducey's** statewide curfew and added to Marana Police Department is in constant communication several other agencies, including intelligence agencies, and law enforcement agencies. The officers are well briefed. **Chief Rozema** has implemented a revised protocol in the event there is a need to handle any protest. Staffing strategies have been revised to ensure better coverage during certain shifts, and that Marana has not had any incidents of civil unrest. However, in the event it does have any, Marana will be able to rely on other agencies for assistance, as well as being of assistance to other communities if requested.

On May 28, **Governor Ducey** included many changes to the Executive Order, Stay Home Stay Safe protocol. While the data was not conclusive at that time; therefore, Phase 1 stayed as is. At that same announcement, K-12 schools are set to open next school year. Additionally, little league sports are set to open for those who wish to allow their children to participate. On May 27, **Governor Ducey** made a very interesting announcement that is very beneficial to small towns, like Marana. It was the announcement of the Arizona Cares Fund that allocates \$441M of Federal Cares funds to cities and towns that did not originally receive a direct allocation from the U.S. Treasury at that time as Marana was under the 500,000-population threshold. Marana will receive approximately \$5.62M, and that amount was determined based upon our portion of the census population for 2019.

Deputy Town Manager Erik Montague will present Item D2 on the Council Agenda and will provide information on the grant funds and how it will be handled.

Also on May 27, **Governor Ducey** announced another initiative called the Arizona Express Pay Program, and has designated \$150M of state funding that is immediately available for reimbursement to cities and towns for actual expenses that might have

during this time. State Department of Emergency and Military Affairs (DEMA) is heading this program, and the Town will seek reimbursement of actual expenses once the state provides additional information on that process.

Mr. Mehta provided an update on park amenities stating the Town had a phased approach and the only two amenities that have not yet opened are Ora Mae Harn Park and the splash pad. Ora Mae Harn Park is under construction. June 15 is the target date for completion, and once construction has completed, the Town will open the park. The pool in Ora Mae Harn Park will allow community swimming in addition to lap swim. The Town does plan to open splash pad; however, there are certain protocols that had to be identified, and CDC guidelines that parks must follow. **Parks & Recreation Director Jim Conroy** and his staff are moving forward with those protocols to ensure the safety of all guests of the splash pad and park amenities. The target opening is Saturday for the splash pad.

PRESENTATIONS

P1 Relating to Development; presentation, discussion, and possible direction regarding a Marana Small Business Assistance Program (Jason Angell)

Development Services Director Jason Angell, Communications Manager Vic Hathaway and Marana Chamber of Commerce Executive Director Audra Winters provided a PowerPoint Presentation regarding a Marana Small Business Assistance Program. Below is an overview of the presentation. *(A copy of the presentation is available in the Town Clerk's Office for review.)*

Marana Together: Town of Marana and Marana Chamber of Commerce

Pre-Pandemic

- New business assistance program
 - Biz.selectmarana.com
- Landlord/property manager roundtables
 - Building Official working with MPA
- Local business climate

Pandemic Adjustments

- 100% electronic submittals and reviews
- Virtual inspections
- New business license and renewals
 - Council waived all late fees for business license renewals
- Temporary Signage
 - Governor's order temporarily suspended all permitting requirements for temporary signage
- Restaurant site expansions
 - Regional consistency to allow for outdoor seating improvements
- Businesses had to quickly adjust

Information Gathering

- Marana Chamber survey
 - Survey to determine what businesses are or are not open. For those that are not, figure out why and what additional help is needed.
- Development Services survey
 - Survey of all owners/contractors that pulled a building permit within the past 12 months. Help to identify where improvements can be made (short and long-term goals.)

Community Campaign Messaging

- Using communications and outreach to support our businesses and encourage a revitalization of our local economy.
 - “Marana Together”
 - Community outreach to support local
 - Business outreach for Town services

Outreach Resources: United effort between the Town Marana and the Marana Chamber of Commerce

- Town of Marana
 - Media Relations
 - HOA email listservs
 - MaranaAZ.gov
 - Marana Newsroom
 - Tucson Local Media Manager Message
 - Social Media Platforms
 - Next Door
 - E-newsletter subscribers
 - Water bill newsletters
 - Flyer design and distribution to businesses
- Marana Chamber of Commerce
 - Member weekly e-blast
 - Social Media Platforms
 - Networking meal events
 - Marana Insights
 - Committee Meetings
 - Tucson Local Media Article
- Participating Businesses
 - Social Media Platforms

Next Steps

Outreach

- Push economic development website
- Website improvements – business assistance
- Continue work with MPA on landlord roundtable
- Work with Marana Chamber of Commerce on joint communications

Processes

- Electronic review process
- Virtual inspections
- Business license process improvements
- Temporary business improvements (signage and outdoor seating)
- Survey results
 - Identify improvements and work to implement
 - Conduct regular surveys of applicants to evaluate process

CONSENT AGENDA

C1 Resolution No. 2020-054: Relating to Development; accepting Midfield Road Station 13+35 to 27+50 for maintenance (Keith Brann)

C2 Resolution No. 2020-055: Relating to Development; amending plat note 13 of the Desert Oasis at Twin Peaks subdivision plat concerning the timing of building permits relative to the issuance of a letter of map revision by the Federal Emergency Management Agency (Frank Cassidy)

C3 Resolution No. 2020-056: Relating to Utilities; approving and authorizing the Mayor to sign the Lease with CalPortland Company for the Rillito Vista sewer ponds (Frank Cassidy)

C4 Approval of the Regular Council Meeting Summary Minutes of May 19, 2020 (Cherry L. Lawson)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2020-057: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Board of Adjustment (Cherry L. Lawson)

Town Clerk Cherry Lawson provided a brief overview of this item relating to the appointment to the Town of Marana Board of Adjustment. **John Flint** applicant introduced himself to the Council and indicated that he would be happy to serve in this or any capacity of the Council choosing.

Council Member Ziegler moved and Vice Mayor Post second the motion adopting Resolution No. 2020-057 approving the appointment of John Flint to the Town of

Marana Board of Adjustment with a term expiring February 29, 2024. Motion passes unanimously, 7-0.

COUNCIL ACTION

A1 Resolution No. 2020-058: Relating to Development; approving and authorizing the Mayor to sign the Amended and Restated Vanderbilt Farms Development Agreement (Frank Cassidy)

Mayor Honea requested that Items A1 and A2 be considered together as it relates to Vanderbilt Farms Development.

Town Attorney Frank Cassidy provided an overview of this item relating to the Amended and Restated Vanderbilt Farms Development Agreement and the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road, as the Development Agreement connects directly to the Re-Plat of the Final Block Plat. Council is aware that over more than the last few years, the Town has made changes to the roadways that affect Vanderbilt Farms. First by approving the alignment of Clark Farms Boulevard that goes into Gladden II, as that alignment was different from the alignment of Clark Farms Boulevard in Vanderbilt was platted earlier in 2005.

A couple of years ago, the Town changed the location of Lon Adams coming up to the current Lon Adams, because the Bus Barn will remain in its place. Those two (2) changes made it necessary for Vanderbilt Farms Re-Plat to be redone. **Mr. Cassidy** introduced **Engineer Jerry Zelman** stating he worked on this and was present in the event Council had any questions. The plat is not different from any plat that Council has approved; however, it does implement those roadway changes.

In the process of asking them to redo the plat to accommodate those roadway changes, the Town had conversations with the owners and their lawyers. The Town asked why the property is not developing as it is the logical property to be developed. This item will set up Vanderbilt Farms to be sold on a block-by-block basis. Any buyer of an individual block can review this agreement and has a sense of the roadway obligations that go with that block, sewer, and non-potable water obligations.

Vice Mayor Post stated he spoke during the last CFD Board Meeting about Farm Field 5 being excluded from the CFD. He is adamant about this, and ask where the Town go from this point. **Mr. Cassidy** replied stating as he anticipated this question, he commented to their lawyer he has reason to believe this will be a problem for the Mayor and Town Council of Marana. He stated the lawyer for the client stated, *they would not under any circumstances sell bonds that would have to be repaid by Farm Field 5. That whatever it takes to exclude Farm Field 5 from having to pay Vanderbilt Farms CFD bonds, they would do.* They doubt that they would use the CFD. The reason they doubt [that] CFD is that it was setup for large development, and he does not believe they will sell it to a single

developer. For it to work economically, whether it is that CFD or they get rid of the CFD and form another CFD without Farm Field 5, they would need to have all of the remaining properties. **Mr. Cassidy** provided as an example D.R. Horton who is a large developer and has experience with CFDs, has history of purchasing large developments (such as Saguaro Bloom). If they wanted to purchase the all fourteen blocks of the development, then they could possibly have a CFD. Even then, the Vanderbilt Farms group agree with Council's position, as they would not want to risk the ire of everyone who lives in Farms Field Five by having them to have to pay.

Vice Mayor Post ask how the Town would get those sentiments in writing. **Mr. Cassidy** replied stating he had asked the Vanderbilt Farms group that same question. Within the agreement there is language regarding the CFD. After the last meeting, the Town could have included that language within the agreement. He tried to put together a change that included dissolving the CFD. He explained the trouble with dissolving a CFD as the Town has worked with Attorney Cafiso for many years; that trying to get rid of a CFD and the steps involved in a short period, Town staff did not believe it was feasible to do.

He continued stating with recent events Council controls the sale of bonds. This CFD was created at a time when the rule was there should not be sales of bonds past seven (7) years after the creation of the CFD. This CFD was created more than seven (7) years ago. **Vice Mayor Post** replied stating the Board had already done that on Farm Field Five when the Town had to repair the sewer. **Mr. Cassidy** stated no bonds was sold. However, there has been a \$.30 cents per \$100 of assessed valuation applied as an operation maintenance tax. The sewers that were built in Farm Field Five were originally intended to be sold to the CFD. The CFD would reimburse for those sewers, but there was never a bond sale. Because they were included with the plan, the O&M tax could be used to repair those sewers. The Town had been collecting that \$.30 per \$100 of assessed valuation since before there was assessed valuation.

Vice Mayor Post stated he would vote no on this item until Farm Field Five can be excluded. If it can be done, then he prefer to see the Town move forward. The residents who lives in Vanderbilt Farms has been there for 12 years, it is not right to assess them with a CFD five years from today. After 17 years would be wrong. He appreciates the work of **Mr. Cassidy** on this item.

Mr. Cassidy recommended continuing the item to provide Town staff an opportunity to review and edit the agreement before bringing the item back to Council. If this is a critical issue for all of Council, he knows that the property owners are all on board with it. He would need time to rework this agreement as well as work with Mr. Cafiso on this item.

Vice Mayor Post, moved and Council Member Officer second the motion to table this item for one month. Motion passes 6-1. Nay – Council Member Ziegler.

A2 Resolution No. 2020-059: Relating to Development; approving the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road (Brian D. Varney)

Town Attorney Frank Cassidy provided an overview of this item relating to the Re-Plat of Final Block Plant Vanderbilt Farms Blocks 1 thru 13 & 11A located south of Barnett Road, north of Moore Road and east of Sandario Road.

Vice Mayor Post, moved and Council Member Officer second the motion to table this item for one month. Motion passes 6-1. Nay – Council Member Ziegler.

A3 Resolution No. 2020-060: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2021 (Heath Vescovi-Chiordi)

Assistant to the Town Manager Heath Vescovi-Chiordi provided a brief overview of this item relating to the intergovernmental relations Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2021. He stated the agreement was reduced by ten (10%) percent, and the agreement is for one term from July 1, 2020 through June 30, 2021.

Council Member Ziegler moved and Council Member Bowen second the motion approving Resolution No. 2020-060 approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for fiscal year 2021. Motion passes, 6-1. Nay, Council Member Comerford.

A4 Resolution No. 2020-061: Relating to Capital Improvement Projects; authorizing swift Town construction of the Adonis Road Improvements; and approving and authorizing the Mayor to sign the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarin Mediation Agreement (Frank Cassidy)

Mr. Cassidy provided an overview of the Adonis Road Improvements, the Second Amendment to the Villages of Tortolita Development, and the First Amendment to the Mandarin Mediation Agreement.

Council Member Ziegler moved and Council Member Bowen second the motion adopting Resolution No. 2020-061, authorizing swift Town construction of the Adonis Road Improvements; and approving and authorizing the Mayor to sign the Second Amendment to Villages of Tortolita Development Agreement and the First Amendment to Mandarin Mediation Agreement. 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)

Mr. Angell provided an overview of the public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site.

D2 *Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2020/2021 budget, including proposed budget initiatives and expenditures (Jamsheed Mehta)* **Amended May 28, 2020 @10:10 a.m. to include this item.**

Deputy Town Manager Erik Montague provided a PowerPoint Presentation overview on the Arizona Cares Fund. Below are the highlights of the presentation. This presentation can be viewed from the Town website at www.maranaaz.gov. (A copy of this presentation is on file in the Town Clerk's Office for viewing.)

Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, \$150 billion was appropriated to the Coronavirus Relief Fund (CRF) to be used for direct payments for specific uses to State and local governments. The U.S. Department of the Treasury managed the initial distribution of these funds to states and jurisdictions with populations above 500,000. Those initial distributions were based on the U.S. Census Bureau data and a methodology developed by the Treasury. The total CRF funding allocated to the state of Arizona was approximately \$2,822 billion. The five (5) eligible local units of government that received their allocations directly from the Treasury are:

- City of Mesa;
- City of Phoenix;
- City of Tucson.
- Maricopa County; and
- Pima County.

On May 27, 2020, Governor Ducey launched the AZCares Fund and the distribution of \$441 million in direct, flexible funding to county, city, and town governments that did not receive direct federal CARES Act allocations.

In addition, the Governor announced an "Express Pay Program" for all entities eligible for public assistance through FEMA. This program expedites delivery of resources for eligible projects related to COVID-19 response efforts and will be managed by the Arizona Department of Emergency and Military Affairs (DEMA). \$150 million of the State's \$1.8 billion allocation will be set aside to immediately aid those entities applying for federal FEMA reimbursement.

AZCares Fund

- Distribution of approximately \$441 to county, city and town governments that did not receive direct federal CARES Act allocations

- Funds can be used only for eligible salary costs and ERE from March 1, 2020 through December 30, 2020
- Marana's allocation is approximately \$5.6M
- Reimbursement application submittal(s) handled through www.arizonatogether.org/grants
- Fund use limited by Treasury Regulations
- Supplemental guidance in Frequently Asked Questions
- Funds may only be used for salary costs for employees *substantially dedicated* to mitigating or responding to COVID-19 public health emergency
- For administrative convenience, local governments may presume that public safety costs are substantially dedicated to COVID-19
- Can submit for either:
 - Actual costs to application date, then future applications for actuals up to two per month, or;
 - Actual costs to application date and forecasted costs through 12/30/2020
- Monies replaced with AZCares can be used for any public purpose as determined at the local level

AZCares funding is available and since Marana previously complied by registering on the FEMA portal and filing a request for public assistance, we can submit a reimbursement request application at any time. Council adopted Resolution 2019-043 designates Yiannis Kalaitzidis, Finance Director, as the agent to act on behalf of the Town in submitting any and all documentation to and communicating with the Arizona Division of Emergency Management and any other agency as necessary to assist in obtaining federal, state, or local emergency relief. As a result, there is no additional Council action is needed to request funds.

AZCares funding is available and since Marana previously complied by registering on the FEMA portal and filing a request for public assistance, we can submit a reimbursement request application at any time. Council adopted Resolution 2019-043 designates Yiannis Kalaitzidis, Finance Director, as the agent to act on behalf of the Town in submitting any and all documentation to and communicating with the Arizona Division of Emergency Management and any other agency as necessary to assist in obtaining federal, state, or local emergency relief. As a result, there is no additional Council action is needed to request funds.

The Town can choose to submit requests only for actual costs, then periodic, additional requests OR we can submit for actual costs and forecasted costs through December 30, 2020. It is the intent of Town staff to proceed with Option 2. Monies received must be placed in a separate fund or sub-fund. Monies can be transferred from this separate fund/sub-fund later to deploy to any purpose decided upon by that jurisdiction. It is Staff's intent that once those funds are available and provided to the Town, the Town has a grant and external contribution – a special revenue fund that is outside of the

General Fund, assign it a project code for AZCares funding and will be separately accounted for; those monies will be available to deploy.

Council Member Comerford asked whether the expense from when the Parks & Recreation Department sprayed park equipment and amenities are reimbursable, whether salaries can be included. **Mr. Montague** replied stating for the purposes of this AZCares, those cost would not be eligible for the use of the Cares Fund. The monies for those additional costs that are incurred by departments, those can be direct funding request through some combination of FEMA or the governors' Express Pay Program to submit those costs. The Town has established a project code account in an effort to track all cost including staff's time. Town staff would later determine what funding is available to cover those expenses. Related to chemicals, supplies, sneeze guards, PPE or modification equipment the Town will seek full cost if it can.

FY2021 General Fund Budget

- Updates based on direction previously received:
 - Identified \$62K (including contingency) for El Rio preserve turn out structure, project to deliver water to ensure a permanent or semi-permanent water supply.
 - Moved \$53K from restricted budget to Holiday Festival and placed those funds back in the available project budget for that particular event.
- We anticipate holding the remaining portion of replaced General Fund monies in a restricted contingency line item which can be deployed, based on Council approval, when required in FY2021
 - Provide a capacity within the contingency line item within the General Fund, and increase the contingency fund within the General Fund of an amount of the \$5.6M.
 - That would provide the Town the capacity to utilize any portion of that during the fiscal year as it might be required, and approved by Council.
 - Town staff has shared that particular contingency with the Council, and none of those funds will be available for use without this Council's approval.

Mr. Montague stated the intent of the presentation was to provide Council with clarity on the source of the funds their intended, how staff visions handling the exciting accounting the side of that to ensure that their separately accounted for and available to the community. When it is needed and ensure that they are not controls in place so that any use of those are brought back before this Council.

Mayor Honea commented stating he was on the call with **Governor Ducey** as well as with **Mr. Montague** for the \$5.638M where the Governor indicated that Marana would receive. The reason the Governor told everybody those funds could be used to cover expenses for police, fire, or public service people in connection with COVID-19. As everyone was requesting for revenue replacement money, the Governor provided for

all the cities in small counties. However, big cities received more money, but they must provide a nexus to COVID-19 for everything they use those funds for.

By **Governor Ducey** providing these funds and informing cities and towns to pay police from those dollars, that has freed up the \$5.638M as General Fund money. He stated that he had previously spoken with each Council Member as well as **Mr. Mehta** regarding the \$2.2M that was going to be transferred from the reserve fund. He does not want that to occur. He and Council Members would like to see those dollars remain in the reserve fund, as next year cities and town may not see federal programs to bail us out.

He stated a portion of those funds at \$2.2M general fund money, which that becomes and pay at \$2.2M and not take the money out of the reserve. That will leave if you have \$2.2M in roughly; \$50K for the holiday festival and the El Rio is about \$3.3M in a separate contingency fund from the existing. Those funds are protected and could be used by Council's orders. He did not see anything in there about the \$2.2M to pay to the WIFA loans and a few other things that were going to come out of the reserve fund.

Mr. Montague replied stating he very specifically remember that conversation related to the concern with any use of reserves with the circumstance that we are under from a budget perspective. Regarding the funds being in the special revenue fund, and they will basically roll to the fund balance in that special revenue fund. Having a contingency in the general budget, the Town will budget for basically an operating transfer between the special revenue fund and to the General Revenue Fund in a similar amount. If Council deems it appropriate to transfer any portion of that out, that can be done next fiscal year. Town staff believes that would be beneficial for that purpose is determining and getting a handle on what the outlook is with respect to actual revenues. The Town has previously mentioned that we do not have a lot of actual data yet on sales tax numbers. We have recently received some revised estimates from the state on State Shared Revenues that staff is still working to process. As we progress through the fiscal year, Town staff would come back before the Council at any time during the year and then make that transfer for any portion expected shortfall.

Mayor Honea asked for clarification asking whether the \$2.2M that was scheduled in the budget to come out of the reserve fund going to be left in the reserve fund. At the time that we need to pay those debts, staff will come back to Council for its consideration of taking those funds out of the contingency fund. **Mr. Montague** stated **Mayor Honea's** comment is correct. **Mayor Honea** stated he does not want the money to come out of the reserve fund.

Mr. Montague stated from an accounting perspective it would only come from the reserve fund if revenues came in as expected an expenditures and other financing uses happened as expected then it would come out of reserves. If revenues came in wildly higher, bounces back and the town received an additional \$2.2M in sales tax than expected, there would be no detriment to the reserve fund. It would not change is

general fund use for those purposes out of the general fund. **Mayor Honea** stated the directive was to not take the money out of the reserve fund. Use the General Fund money. Council has already approved the budget, and everyone seemed happy with the budget that was presented. **Vice Mayor Post** stated the budget has not yet been approved by the Council. **Mayor Honea** clarified his comment stating the Manager's Recommended Budget was presented to Council and the directive was for Town staff to not use the General Fund monies.

Mr. Montague stated the Town can very specifically identify what is within the \$2.2M that the Town does not want to have covered by the General Fund. The debt piece (Ex: WIFA Loan), the other portions are a one-time continuation of projects or programs that were budgeted in a previous year that are to be completed. The Town can make a change whereby no projects will come out of the reserve fund, the Town can balance that. The next step in this process is the Tentative Budget that staff has had conversations about, as staff is working diligently to provide that information to Council. Within that budget, Town staff can add the feedback from this meeting into that document.

Council Member Comerford ask when Council would receive the Tentative Budget information from the Town. **Mr. Montague** stated it is the Town's intent to provide the Tentative Budget to Council two weeks prior to the scheduled meeting, by Tuesday, June 9.

Council Member Ziegler commented stating El Rio will be her new Adonis Road Extension. Marana has many birders in the area, and they really enjoy watching birds out there. In her conversation with the Town Manager, it appears that the Town can get this project going in this fiscal year. She would like to see water added to that area.

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

Mr. Mehta provided an overview of pending state, federal, and local legislation/government actions stating there is not much occurring on the federal side. On the state's side, the house and the senate adjourned and there was sine die last Tuesday. A week ago, what started this legislative session was about 1700 bills and ended with 90 bills having been approved last week.

In addition to the legislature having passed its skinny budget, they could likely come back for a special legislative session sometime in mid to late June. The potential date is June 22, as they may come back to handle some special or a few budget related bills and possibly COVID related. The Town is continuing to track and will likely move forward is COVID-19 related.

He last mentioned to Council about the Civil Liabilities Bill that is something that the Town will continue to monitor to the extent that cities and towns or political subdivisions are not included in that specific bill in the way that universities, nonprofits, school districts and others are protected from liability in case someone decides to make a claim that they have contracted COVID-19 by the negligence of one of those organizations. Cities and towns are not protected in that bill.

Mayor Honea stated that **Senator Leach** who has been phenomenal for the town working on many things including the \$5.6M to the Town from the Governor Office. He stated **Senator Leach** does have a bill that includes government, and **Senator Cavanaugh** does not. The Governor liked **Senator Leach's** bill much better, as he told him as such. There is still hope that the Town will be included once as that bill will come forward. Kudos to **Senator Leach** for all his hard work and efforts on behalf of Marana.

Council Member Ziegler requested **Mr. Mehta** or his staff to reach out to Triadvocates to thank them for the reduction in the agreement as well as supporting the Town of Marana

Mr. Mehta stated he did not speak with Triadvocates to seek out a reduction in its agreement with the town. Anytime there is an opportunity to do a contract with the Town, there are discussion about changes within the agreement. Over the pass few years, the Town has received 'ask' by consultants who has renewable agreements if they can be raised. Sometime the Town has had to suggest to them that it is not the right time to do that. However, with this agreement, he spoke with Julie Reese, Principle with Triadvocates could this be the time where the Town could consider lowering the it. It was not met with any resistance or opposition; the number was offered by Triadvocates.

EXECUTIVE SESSIONS

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

E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Board of Adjustment.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Council Member Ziegler moved and Council Member Kai second the motion to adjourn the meeting. Meeting passes unanimously, 7-0. Meeting adjourned at 8:14 P.M.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 2, 2020. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 06/16/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 16, 2020

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:

PRINCIPLE STATEMENT 2 - WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.

Initiative 3 - Invest in airport infrastructure and lease opportunities to grow airport operations.

Subject: Resolution No. 2020-066: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a Lease Agreement with The J.D. Russell Company for the lease of approximately 0.817 acres of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

Discussion:

The proposed lease agreement will allow the Town to lease approximately 35,588 square feet or 0.817 acres generally located on the east side of the Marana Regional Airport to The J.D. Russell Company for aeronautical uses, as those uses are defined and approved by the United States Federal Aviation Administration ("FAA"). Pertinent terms of the lease agreement include the following:

- The lease has a term of 25 years, with a 10-year renewal option
- Rent will start at \$0.45 per square foot per year
- Rent will be adjusted every 3 years based on the cumulative amount of any percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the previous three years
- If application of the CPI-U would result in a decrease in rent for any period, no adjustment shall be made to rent for that period
- To ensure timely completion of improvements and continued development of the Airport, the lease includes the following provisions:
 - Within 18 months of the effective date of the lease, the lessee must submit a development plan for construction of improvements to the property

- Within 24 months of the effective date of the lease, the lessee must begin construction of the improvements
- Within 36 months of the effective date of the lease, the lessee must obtain a certificate(s) of occupancy for the improvements

Financial Impact:

This lease agreement will provide an ongoing revenue source to the Airport fund beginning at approximately \$16,014 per year for the first 3 years.

Staff Recommendation:

Staff recommends approval of the lease agreement.

Suggested Motion:

I move to adopt Resolution No. 2020-066 approving and authorizing the Mayor to execute a Lease Agreement with The J.D. Russell Company for the lease of approximately 0.817 acres of real property located at the Marana Regional Airport.

Attachments

Resolution No. 2020-066
Exhibit A - Lease Agreement
Map

MARANA RESOLUTION NO. 2020-066

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE J.D. RUSSELL COMPANY FOR THE LEASE OF APPROXIMATELY 0.817 ACRES OF REAL PROPERTY LOCATED AT THE MARANA REGIONAL AIRPORT, 11700 WEST AVRA VALLEY ROAD

WHEREAS the Town of Marana owns the Marana Regional Airport located at 11700 W. Avra Valley Road, Marana, Arizona 85653 (the "Airport"); and

WHEREAS A.R.S. § 28-8411 authorizes the Town Council to undertake all activities necessary to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate and regulate the Airport; and

WHEREAS the Town Council finds that entering into a Lease Agreement with The J.D. Russell Company to allow the use of property at the Marana Regional Airport for aeronautical uses, as those uses are defined and approved by the United States Federal Aviation Administration ("FAA"), is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows: The Lease Agreement between the Town of Marana and The J.D. Russell Company attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2020.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Frank Cassidy, Town Attorney

MARANA REGIONAL AIRPORT

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and THE J.D. RUSSELL COMPANY, a Michigan corporation (the "Lessee"). The Town and Lessee are sometimes collectively referred to as the "Parties," either one of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town is the owner of the Marana Regional Airport located at 11700 W. Avra Valley Road, Marana, Arizona 85653 (the "Airport").

B. Lessee desires to lease a portion of the Airport property.

C. The Town is willing to lease the property to Lessee on the terms and conditions specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Lease as though fully restated here, and the mutual covenants set forth in this Lease, the Parties hereby agree as follows:

Article 1. Leased Property

The Town hereby leases to Lessee that certain real property at the Marana Regional Airport, consisting of approximately 35,588 square feet or 0.817 acres generally located on the east side of the Airport on a portion of that parcel bearing Pima County Assessor's Parcel number 215-10-051P and shown as parcel 2B in the record of survey recorded in the office of the Recorder of Pima County, Arizona, on December 27, 2013, at Sequence 20133610161 (the "Property"). The Property is more particularly described in the location map and legal description, together attached to and incorporated in this Lease as Exhibit A.

Article 2. Lease; Privileges; Restrictions

2.1. So long as Lessee timely pays rent and performs all other obligations under this Lease, the Town grants to Lessee exclusive use of the Property for aeronautical uses, as those uses are defined and approved by the United States Federal Aviation Administration ("FAA").

2.2. Subject to Lessee's compliance with all applicable rules and regulations, as set forth in Article 22 below, and Lessee's payment of all applicable airport fees, rates and charges, the Town grants to Lessee the following non-exclusive additional privileges, uses, and rights:

2.2.1. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including the runways, approach areas, taxiways and navigational aids.

2.2.2. The right of ingress and egress from the Property over and across designated Airport property, public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees, and invitees.

2.3. Lessee shall not use the Property, nor permit any assignee or sublessee to use the Property, for any purposes other than for aeronautical uses, as defined and approved by the FAA, including the storage of aircraft or other aviation equipment (including simulators). Lessee shall not engage in activities that interfere with the use of the Airport and facilities for airport purposes.

Article 3. Term

3.1. The original term of this Lease shall be for a period of 25 years commencing on the Effective Date of this Lease and terminating on the 25th anniversary of the Effective Date of this Lease, unless sooner terminated pursuant to the provisions contained herein.

3.2. The Town grants to Lessee an option to renew this Lease for a 10-year period, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee may exercise said option by delivering to the Airport Director written notice of its intention to do so at least 90 days prior to the expiration of the original term of this Lease.

Article 4. Rent

4.1. From the Effective Date of this Lease, Lessee's rent shall be \$0.45 per square foot per year, which rent shall be paid without notice and free from all claims, deductions or set-offs against the Town.

4.2. Beginning on the third anniversary of the date of this Lease and on every three-year anniversary of the date of this Lease thereafter, the rent for the next three lease years shall be adjusted by the cumulative amount of any percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the previous three years, as published by the U.S. Department of Labor, Bureau of Labor Statistics. If publication of the CPI-U is terminated, then such periodic adjustment shall be made by application of the index published by the U.S. Department of Labor that most closely resembles the CPI-U. The Parties agree and acknowledge that the rent required by this Article shall be adjusted every three years in accordance with this paragraph 4.2 throughout the

entire term of this Lease, including any option periods, except that if application of the CPI-U would result in a decrease in rent for any period, no adjustment shall be made to Lessee's rent for that period.

4.3. If the Town establishes a market-based rental increase in any particular three-year period, then either the CPI-U above or the market study increase will apply for that three-year period, whichever is greater.

4.4. Lessee shall pay one-twelfth of the annual rent due for the then current lease year, in advance, on the first day of each month. Each payment shall be delivered to the office of the Airport Director.

4.5. If Lessee fails to pay any rent in full on or before the due date, Lessee is responsible for a late fee in the amount of \$50.00. Any amounts paid later than 15 days after the due date will also bear interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

Article 5. Utilities

Lessee shall pay for all utilities used in its operations at the Airport.

Article 6. Improvements

6.1. No later than 18 months after the Effective Date of this Lease, Lessee shall submit to the Town a development plan conforming to the requirements of the most recently promulgated Town of Marana Development Plan Guide or Checklists for construction of improvements to the Property. Lessee shall begin construction of the improvements in conformance with the approved development plan no later than the second anniversary of the Effective Date of this Lease, and shall obtain a certificate(s) of occupancy for those improvements within 36 months of the Effective Date of this Lease.

6.1.1. If Lessee is unable to comply with any of the benchmarks established in section 6.1 above, Lessee shall submit a written notice and request for extension to the Town at least 60 days prior to the expiration of the relevant benchmark deadline. The notice and request shall set forth in detail the reasons Lessee is unable to comply with the provisions of section 6.1, as well as a revised timeline for completion of the benchmark in question. If good cause is shown, the Town shall grant an extension of the deadline, in increments of no more than six months at a time. If the Town rejects the request for extension, the Town shall give detailed reasons therefor and shall use its best efforts to provide recommended revisions or other conditions for acceptance. The Town may reject a request for extension if Lessee has failed to remain current on any payments due to the Town pursuant to Article 4 above or Article 10 below.

6.1.2. Notwithstanding the provisions of section 6.1.1 above, failure of Lessee to comply with the provisions of section 6.1 is grounds for termination of this Lease, pursuant to section 12.1 below.

6.2. Lessee shall make no improvements or modifications to the Property without the prior written consent of the Town. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the Town, and upon completion of any improvements or modifications, Lessee shall furnish to the Town two complete sets of detailed plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, Lessee shall secure all applicable building permits and approvals from the Town. In addition, Lessee shall furnish any additional information concerning any proposed improvements or modifications which the Town may deem necessary with regard to the safety of the Property and/or compatibility with the general use of the Airport.

6.3. Lessee's development plans, construction plans, and specifications shall comply with the airport master plan, the airport layout plan, and the airport architecture & landscape design standards as currently existing or as may be amended or adopted, all of which are hereby incorporated in this Lease.

6.4. The Town may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee should interfere with any FAA navigational aid, Lessee shall be responsible for removing the interference at its sole cost.

6.5. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors, and in compliance with all applicable building codes.

6.6. Prior to the commencement of any construction on the Property, Lessee or Lessee's Contractor shall provide the Town with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond shall be solely for the protection of the Town, conditioned upon the faithful performance of the required construction work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as part of its judgment such reasonable attorney's fees as may be fixed by the court. Each bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the Town. Each bond shall be filed with the Town immediately upon execution thereof.

6.7. Prior to the commencement of any construction on the Property, Lessee shall deliver to the Town copies of documentation that Lessee has submitted to Lessee's lender to secure financing for the improvements. If the Town is satisfied that Lessee's documentation provides adequate security for the construction of the improvements, the Town will not require any further security from Lessee. If Lessee's documentation is not satisfactory to the Town, Lessee shall deliver to the Town funds in an amount de-

terminated based on the Town's reasonable estimate of the total cost to construct the improvements required by section 6.1 above, plus a reasonable contingency, which funds are referred to in this Lease as the "Cash," to be used or released only pursuant to the terms of this Lease.

6.7.1. The Town shall return the Cash to Lessee only upon Lessee's satisfactory completion and the Town's acceptance of the improvements required by section 6.1 above, or Lessee's tender and the Town's acceptance of substitute assurances for completion of the improvements.

6.7.2. The Town may authorize a release of a portion of the Cash to Lessee, if the Town determines that the remaining Cash is sufficient to construct the improvements required by section 6.1 above plus a reasonable contingency.

6.7.3. In addition to any other remedies, if Lessee defaults on its obligations under this Lease, the Town may at its sole discretion use the Cash to construct all or any portion of the required improvements. The Town shall give 30 days' notice to Lessee before initiating any action to construct the required improvements.

6.8. Lessee shall keep the Property and all improvements thereon free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed, or material furnished on or to the Property. If any lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Property within 30 days of notice or becoming aware of the lien.

6.9. All improvements and modifications made by Lessee which become fixtures to the Property shall become the property of the Town, at no cost to the Town, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from or through Lessee; provided that if Lessee is not in default of any of its obligations under this Lease and can remove any of its trade fixtures at its own expense without materially damaging the Property, Lessee may remove such trade fixtures at the termination or expiration of this Lease.

Article 7. Acceptance; Maintenance; Repairs

7.1. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition and subject to all limitations imposed upon the use thereof by the FAA and by ordinances of the Town, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, the Town shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Property or to any of the improvements presently located thereon. Under no circumstances shall the Town have any obligation to repair, maintain or restore any improvements placed upon the Property by Lessee.

7.2. Lessee shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Property and shall maintain all improvements thereon in a safe and

serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA, whether such repair or maintenance is ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:

7.2.1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Property. Lessee shall be responsible for all janitorial services on the Property; and

7.2.2. Be responsible for the maintenance and repair of all utility services lines placed on the Property and used by Lessee exclusively; and

7.2.3. Repair any damage caused by Lessee, or its agents, employees or invitees, to the Airport caused by any hazardous materials, including oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect on the Property or Airport.

7.3. If Lessee fails to maintain, clean, repair, replace, rebuild, or repaint within a period of 30 days after written notice, the Town may terminate this Lease or, at its option, enter the Property, without such entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain, repair, replace, rebuild, or paint any part of the Property or any improvements thereon, and do all things reasonably necessary to accomplish the work required with all costs thereof payable to the Town by Lessee on demand; provided that if in the opinion of the Town, Lessee's failure to perform any such maintenance or other work endangers the safety of the public, the employees or property of the Town or other tenants at the Airport, and the Town so states in its notice to Lessee, the Town may, in its sole discretion, elect to perform such maintenance or other work at any time after the giving of such notice, and Lessee shall pay to the Town all costs of such work on demand. If the Town, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the Town's sole negligence. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Lease and shall not impose upon the Town any obligations not clearly stated in this Lease.

Article 8. Additional Obligations of Lessee

8.1. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and shall provide the Town with the manager's name and contact information within 48 hours of designation by Lessee. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Director, Lessee shall provide, and its employees shall wear or carry, badges or other suitable means of identification.

8.2. Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.

8.3. Lessee shall take all reasonable measures to reduce to a minimum vibrations tending to damage any equipment, structure, or building.

8.4. Lessee shall comply with all reasonable written instructions of the Town in disposing of its trash and refuse and shall use a system of refuse disposal approved by the Town.

8.5. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.

8.6. Lessee shall take measures to ensure security in accordance with generally accepted security procedures and shall employ any additional security as requested in writing by the Airport Director. All security costs are at Lessee's expense.

8.7. Lessee shall not do, nor permit to be done, any act or thing upon the Property:

8.7.1. Which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease; or

8.7.2. Which will invalidate or conflict with any fire insurance policies or regulations, Uniform Fire Code, N.F.P.A. Standard No. 409 (Standard on Aircraft Hangars), or any subsequent amendments, for operation of aircraft, and other provisions as applicable to the Property or other contiguous premises at the Airport.

8.8. Lessee shall provide prompt written notice to the Town of any person or entity performing aircraft maintenance work, flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the Town.

8.9. Lessee shall not overload any floor, structure or structural member on the Property, or any paved area on the Airport, and shall repair at Lessee's expense any floor, structure, structural member or any paved area damaged by overloading.

8.10. All possible care, caution and precaution shall be used to minimize prop or jet blast interference to aircraft operations, or to buildings, structures and roadways now located on, or which in the future may be located on, areas adjacent to the Airport.

Article 9. Ingress and Egress

The Town may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway or taxiway at the Airport and any other way at, in, or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges

the Town, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property or to any roadways near the Property.

Article 10. Assignment and Subletting

10.1. Lessee shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the Town, such consent not to be unreasonably withheld. As a condition of approval, Lessee shall submit biographical and financial information regarding the potential transferee to the Town at least 30 days prior to any transfer of Lessee's interest.

10.2. If Lessee sells or transfers any interest in the leased Property, Lessee shall pay the Town an administrative fee of \$1,000.00.

10.3. Lessee may mortgage, encumber or assign any portion of its right, title and interest in the leasehold estate created by this Lease to lenders for purposes of financing the initial construction of the capital improvements required by this Lease. Any such mortgage, encumbrance or assignment shall be subject to all of Lessee's obligations under this Lease. No person or entity shall have the right to place any mortgages, deeds of trusts, liens or encumbrances of any nature on the Property, nor shall any permitted assignment result in a subordination, in whole or in part, of the Town's rights under this Lease. If a lender takes the leasehold estate, the administrative fee set forth in section 10.2 above shall not apply.

10.4. When requesting the Town's approval of a sublease, Lessee shall submit a copy of the actual sublease documents it plans to submit for execution by the sublessee, including a specific description of the activities to be conducted by the sublessee at the Airport. The Town shall notify Lessee of approval or rejection of the proposed sublease within 30 days of Lessee's submission of the request. If the Town requires additional review time, the Town shall notify Lessee prior to expiration of the initial 30-day period, and the Town shall have an additional 30 days to review the proposed sublease. Thereafter, the review period shall only be extended for good cause or by mutual agreement of the Parties. All subleases, amendments, and other lease documents shall be approved as to form by the Town as evidenced by signature of the Town's designated representative on the original of such document. Any such sublease shall only be for a portion of the Property reasonably necessary for the authorized activity of the sublessee, shall be subject to the terms of this Lease, and shall contain, at a minimum, the provisions required by this Lease.

Article 11. Advertising Signs

Lessee may install on the Property, subject to the Town's sign code or ordinances, signs identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Director prior to installation.

Article 12. Default; Remedies by Town

12.1. The Town may terminate this Lease by giving Lessee 30 days' written notice after the happening of any of the following events:

12.1.1. The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the 30-day notice period, or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be remedied within 30 days;

12.1.2. The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;

12.1.3. The filing of any lien against the Property because of any act or omission of Lessee which is not discharged within 30 days of receipt of actual notice by Lessee.

12.1.4. Payment of rent later than 15 days after the due date four or more times within any calendar year.

12.2. The Town may place Lessee in default of this Lease by giving Lessee 30 days' written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During said 30-day notice period, Lessee shall cure said default; otherwise, the Town may elect to terminate this Lease or do any of the following:

12.2.1. Institute action(s) to enforce this Lease;

12.2.2. Take possession of the Property, together with improvements, fixtures, and equipment therein contained without terminating this Lease, and on behalf of Lessee relet the same or any part thereof for a term shorter, longer, or equal to the then unexpired remainder of the Lease term. The Town may at any time after taking possession terminate this Lease by giving notice to Lessee, and sue for damages;

12.2.3. Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the Town;

12.2.4. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33;

12.2.5. Exercise any other remedy allowed by law or equity.

12.3. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the Town shall have the right, upon written notice to Lessee, to immediately terminate this Lease or to secure the required insurance at Lessee's expense.

12.4. Upon the termination of this Lease for any reason, all rights of Lessee shall terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property, provided that the Town has given any known creditors, trustees or assigns of Lessee notice and an opportunity to cure any default, as provided in this Article 12.

12.5. Failure by the Town to take any authorized action upon default by Lessee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Lessee. Acceptance of rent and other fees by the Town under the terms hereof for any period after a default by Lessee of any of its obligations shall not be deemed a waiver or estoppel of the Town's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

Article 13. Remedies by Lessee

13.1. Lessee may exercise all rights or remedies under the law or at equity (including without limitation, terminate the Lease) in the event the Town fails to satisfy its obligations under this lease, by giving the Town 30 days' written notice after the happening of any of the following events:

13.1.1. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of 30 consecutive days.

13.1.2. The inability of Lessee to use any substantial portion of the Property for a period of 30 consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

13.1.3. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

13.2. Lessee may also terminate this Lease upon one year's written notice to the Town so long as any required improvements are completed to the Town's satisfaction prior to the date of the termination.

Article 14. Indemnification

Lessee shall defend, indemnify and hold harmless the Town and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "Town" in this Article) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise

out of any act or omission of Lessee or its agents, employees and invitees (hereinafter referred to collectively as "Lessee" in this Article) in connection (i) with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or (ii) arising out of the failure of Lessee to comply with any provisions of this Lease. The Town shall in all instances, except for loss, damages or claims resulting from the sole negligence of the Town, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the Town. The Town shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Article, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. The Town shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the Town's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport. Nothing in this Article 14 is intended to limit the rights of Lessee to contribution from other individuals pursuant to A.R.S. 12-2501 *et. seq.*

Article 15. Insurance

15.1. Lessee and any sublessee under this Lease shall maintain insurance with carriers acceptable to the Town throughout the term of this Lease or any sublease with the following required minimum coverages and limits:

15.1.1. Commercial general liability, including broad form contractual, personal injury, premises, completed operations, independent contractors and subcontractors, and fire legal liability, in an amount of \$2,000,000 per occurrence; hangarkeeper's liability if storing aircraft in the amount of \$2,000,000 per occurrence or \$3,000,000 per occurrence if Lessee operates the facility as a commercial hangar; chemical and environmental clean-up liability in the amount of \$1,000,000 per occurrence; and aircraft flight operations liability coverage in an amount of \$1,000,000 aggregate with a sub-seat limit of \$100,000 if providing flight operations, sales, or schools.

15.1.2. Automobile liability insurance for all owned, non-owned or hired vehicles in an amount of not less than \$2,000,000 combined single limit per occurrence.

15.1.3. Fire and extended casualty coverage for all improvements and fixtures on the Property in an amount of not less than the full replacement value, to the extent Lessee has an insurance interest in the Property.

15.1.4. Worker's compensation coverage in the amounts required by law, and employer's liability coverage in the amount of \$100,000 each accident.

15.2. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Lease.

15.3. Lessee shall deliver one or more certificates of insurance evidencing coverage as described in this Article to the Town upon execution of this Lease. Lessee shall deliver one or more certificates of insurance evidencing coverage required of any sublessee upon execution of any sublease. Lessee shall also deliver new certificates of insurance each time the policy(s) is updated. Certificates shall be delivered to the Airport Director.

15.4. The Town shall be named as an additional insured on the commercial general liability insurance policies required by section 15.1.1 above. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Lessee or any sublessee. Lessee shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by section 15.3 above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

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

15.6. The coverage requirements specified in this Article may not be changed or modified except by written agreement signed by all Parties.

15.7. Lessee shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. Lessee shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of the Lease by the Town.

15.8. The Town may establish other insurance requirements necessary for Lessee's operations. Insurance requirements are subject to periodic review and adjustment by the Town.

15.9. If Lessee fails to satisfy the insurance requirements set forth in this Lease, the Town upon written notice to Lessee, may but is not required to, secure the required insurance at the cost and expense of Lessee or may terminate this Lease.

15.10. Town and Lessee agree that if destruction or damage to the improvements on the Property, or any part thereof and as often as the improvements shall be destroyed to the extent of less than 50%, the Town and Lessee shall continue this Agreement and Lessee shall cause the improvements to be reconstructed, repaired or replaced with due diligence. If any building, structure or improvements comprising the improvements is

destroyed to the extent of 50% or more, the Town and Lessee shall agree as to whether or not the improvements shall be reconstructed, repaired or replaced.

15.11. If the Town and Lessee agree that the improvements will not be reconstructed, repaired or replaced pursuant to section 15.10 above, this Agreement shall be considered terminated and insurance proceeds shall be divided as follows:

15.11.1. The Town's Improvements – All proceeds to the Town.

15.11.2. Lessee's Improvements – Proceeds divided as follows:

15.11.2.1. Lessee's Share – Pro-Rata share equal to the percentage determined by the time remaining from date of loss to end of Lease term to the full term of the Lease.

15.11.2.2. The Town's Share – Pro-Rata share equal to the percentage determined by the time elapsed from beginning of Lease term to date of loss to the full term of the Lease.

15.11.3. For purposes of this section 15.11, "full term of the Lease" shall include the full term of any option period that has been exercised as of the date of loss.

Article 16. Quiet Enjoyment

So long as Lessee shall timely pay the rent required under this Lease and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the exclusive use of the Property, subject to the Town's right to inspect, and all the privileges granted herein for use of the Airport.

Article 17. Surrender of Possession

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights herein granted shall cease, and it shall surrender the same and leave the Property in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Lessee on the Property shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, and for an additional period of ten days after its expiration, to remove the same from the Property; provided that Lessee is not in default of any of its obligations hereunder and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within said ten-day period shall become a part of the Property, and ownership thereto shall vest in the Town.

Article 18. Notice

All notices required or permitted to be given under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE TOWN:

Marana Regional Airport
Attention: Airport Director
11700 W. Avra Valley Road
Marana, AZ 85653

With a copy to:

Marana Town Attorney
11555 W. Civic Center Drive
Marana, AZ 85653

TO LESSEE:

The J.D. Russell Company
Attention: President/CEO
P.O. Box 36795
Tucson, AZ 85740

Article 19. Severability

Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either Party with regard to its respective rights and obligations.

Article 20. Taxes and Licenses

20.1. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any such tax assessable on the Town. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the Town, such tax shall also be paid by Lessee for the period this Lease is in effect.

20.2. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. Section 42-6201, and that it may be subject to excise tax liability under this Lease pursuant to A.R.S., Title 42, Chapter 6 as a prime lessee of a government property improvement. Lessee further acknowledges that any failure by Lessee to pay taxes due under A.R.S., Title 42, Chapter 6 after notice and an opportunity to cure shall constitute a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.

20.3. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease all licenses and permits required for its business purposes.

Article 21. Litigation

This Lease shall be governed by the laws of the State of Arizona and venue for any legal proceedings shall be in the Superior Court for the County of Pima, Arizona. In the event of any litigation or arbitration between the Town and Lessee arising under this Lease, the successful Party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration. The Par-

ties hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between or among the Parties arising out of or in any way related to this agreement or any relationship between the Parties. This provision is a material inducement to each Party to enter into this Lease.

Article 22. Rules and Regulations

Lessee shall at all times comply with all federal, state or local government agreements, laws, ordinances, rules, regulations, and grant assurances applicable to the Airport, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, order of the DOT, FAA, the United States Department of Homeland Security ("DHS") and the United States Environmental Protection Agency ("EPA") (collectively "Laws, Rules and Regulations") which are applicable to its operations, the Property (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Airport, including all Laws, Rules and Regulations adopted after the Effective Date of this Lease. Lessee shall display to the Town, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease.

Article 23. Right of Entry Reserved; Right to Inspect

23.1. The Town shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided such action does not unreasonably interfere with Lessee's use, occupancy or security of the Property.

23.2. The Town may enter and inspect the Property and any improvements to the Property at any time for the purpose of ensuring Lessee's compliance with its obligations under this Lease.

23.3. Without limiting the generality of the foregoing, the Town and any furnisher of utilities and other services shall have the right, at its own cost, whether for its own benefit or for the benefit of others at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all reasonable times to make such repairs, replacements or alterations thereto which may, in the opinion of the Town, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property such systems or parts thereof and, in connection with such maintenance, use the Property for access to other parts of the Airport otherwise not conveniently accessible; provided that in the exercise of such right of access, repair, alteration or new construction, the Town shall not unreasonably interfere with the actual use and occupancy of the Property by Lessee.

23.4. If any personal property of Lessee shall obstruct the access of the Town or any utility company furnishing utility service to any of the existing utility, mechanical,

electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Town or utility company, in order that access may be had to the system for inspection, maintenance or repair. If Lessee fails to move such property after direction from the Town or utility company to do so, the Town or the utility company may move it, and Lessee shall pay the cost of such moving upon demand, and Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the Town's sole negligence.

23.5. Exercise of any or all of the foregoing rights by the Town or others pursuant to the Town's rights shall not constitute an eviction of Lessee, nor be made the grounds for any abatement of rent or any claim for damages.

Article 24. Security Plan

Town reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the airport and to modify that plan from time to time as it deems necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan.

Article 25. FAA Required Provisions

25.1. Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Property for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("CFR"), DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

25.2. Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Property; (2) in the construction of any improvements on, over or under the Property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (3) Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

25.3. In the event of breach of any of the above nondiscrimination covenants, the Town may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

25.4. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

25.5. Noncompliance with section 25.4 above constitutes a material breach of this Lease and in the event of noncompliance, the Town may terminate this Lease without liability, or, at the election of the Town or the United States, either may judicially enforce section 25.4.

25.6. Lessee shall insert the above five provisions, and any others required that may be required by the FAA or other governmental entity, in any sublease or other document by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.

25.7. Lessee shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this section. Lessee shall require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E. to the same effect.

25.8. The Town reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or view of Lessee, and Lessee shall not interfere with, or hinder, the Town in this regard.

25.9. The Town reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

25.10. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Town and the United States relative to the development, operation or maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under the Lease that would cause any noncompliance with such obligations of the sponsor. The Parties agree that, to the extent any provi-

sions of the Lease are in noncompliance with such obligations, the Parties shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.

25.11. There is hereby reserved to the Town, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operation on the Airport.

25.12. Lessee shall comply with the notification and review requirements covered in Federal Aviation Regulations ("FAR") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.

25.13. Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in FAR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the Town reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.

25.14. Lessee shall not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the Town reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.

25.15. Lessee specifically understands and agrees that nothing contained in the Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) and § 47107(a)(4).

Article 26. Environmental Laws

Lessee, at its own expense, shall ensure that Lessee and Lessee's agents, employees, contractors, sublessees, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment.

Article 27. Survival of Lessee's Obligations

If this Lease is terminated by the Town in accordance with the provisions herein or if the Town reenters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive such termination, re-entry or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies shall become due and payable to the Town to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The Town may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) shall include all expenses incurred by the Town in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

Article 28. Remedies to be Nonexclusive

All remedies provided in this Lease shall be deemed cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the Town or Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies, shall not prevent the exercise of any other remedy.

Article 29. Time is of the Essence

Time is of the essence with regard to the performance of all of the Parties' obligations under this Lease.

Article 30. Recording

This Lease shall not be recorded. However, Lessor agrees to execute and deliver to Lessee a Memorandum of Lease in the form attached to and incorporated by this reference in this Agreement as Exhibit B and acknowledges Lessee's right at Lessee's sole option and cost to record the Memorandum of Lease in the office of the Pima County Recorder.

Article 31. Miscellaneous

This Lease constitutes the entire agreement between the Parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the Parties concerning such matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought to be enforced. The terms of this Lease shall be binding upon and inure to the benefit of the Parties' successors and assigns.

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AZTEC
LAND SURVEYING, INC.

7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA
PHONE: (520) 490-2027 FAX: (480) 963-2147

DESCRIPTION OF '5 ACRE PLOT' PARCEL

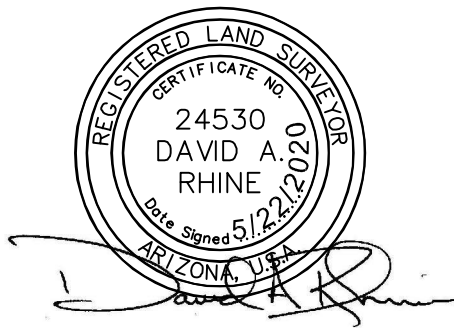
That Portion of the North Half (N2) of Section 10, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and also being a portion of that 32.72 acre parcel described in Docket 11122 at page 1560 and shown as parcel 2B on Record of survey recorded at Seq. 20133610161 described as Follows:

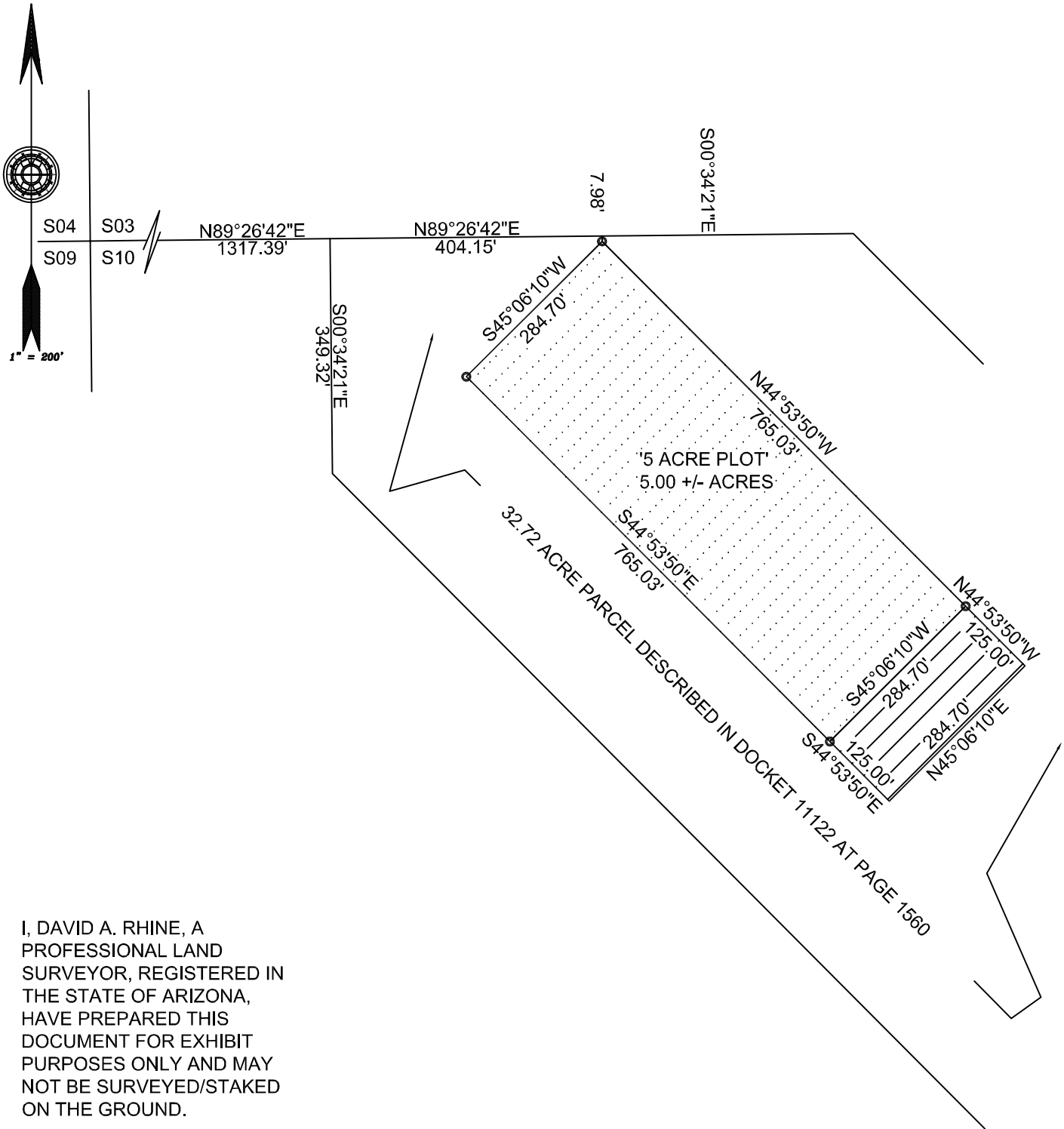
Commencing at the Northwest Corner of Said Section 10,
Thence upon the North Line of said Section 10, North 89°26'42" East, a distance of 1317.39 feet to the Northwest Corner of the East Half of the Northwest Quarter (E2NW4) of said Section 10;
Thence continuing upon said North Line of Section 10, North 89°26'42" East, a distance of 404.15' feet;
Thence South 00°34'21"East, a distance of 7.98 feet;
Thence South 45°05'10"West, a distance of 284.70' feet;
Thence South 44°53'50"East, a distance of 765.03 feet to the POINT OF BEGINNING;

Thence continuing South 44°53'50"East, a distance of 125.00 feet
Thence North 45°05'10"East, a distance of 284.70' feet;
Thence North 44°53'50"West, a distance of 125.00 feet;
Thence South 45°05'10"West, a distance of 284.70' feet to the POINT OF BEGINNING;

Said Parcel contains 35,588 square feet or 0.817 acres of land, more or less.

Prepared by
David A. Rhine, RLS
AZTEC Land Surveying, Inc.





I, DAVID A. RHINE, A
PROFESSIONAL LAND
SURVEYOR, REGISTERED IN
THE STATE OF ARIZONA,
HAVE PREPARED THIS
DOCUMENT FOR EXHIBIT
PURPOSES ONLY AND MAY
NOT BE SURVEYED/STAKED
ON THE GROUND.



AZTEC LAND SURVEYING, INC.

7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA
PHONE: (520) 496-2027 FAX: (480) 963-2147

EXHIBIT 'A' DRAWING

A Portion of the North Half (N2) of Section 10,
Township 12 South, Range 11 East, Gila and
Salt River Meridian, PIMA COUNTY, ARIZONA

SECTION 10,
T12S, R11E, G&SRM
PIMA COUNTY, ARIZONA

Dwn. DAR Ck'd DAR

Scale: 1" = 200'

DATE: 5/08/2020

Job No. 46419

Sheet 2 of 2

Exhibit B to Marana Regional Airport Lease Agreement

When recorded, return to:

THE J.D. RUSSELL COMPANY
P.O. BOX 36795
TUCSON, AZ 85740

MEMORANDUM OF LEASE
APN: 215-10-051P

THIS MEMORANDUM OF LEASE is entered into as of the ____ day of _____, 2020, by and between the Town of Marana, an Arizona municipal corporation, whose address is 11555 W. Civic Center Drive Marana, AZ 85653 ("Landlord") and THE J.D. RUSSELL COMPANY, a Michigan corporation, with its principal place of business located at 4075 N. Highway Drive, Tucson, AZ 85740 ("Tenant"). All of the following are provided for more fully in the lease:

1. Landlord and Tenant entered into a Marana Regional Airport Lease Agreement ("Lease") dated as of _____, 2020, for the purpose of Tenant using the Property for aeronautical uses, as those uses are defined and approved by the United States Federal Aviation Administration ("FAA").
2. The term of Tenant's tenancy under the Lease is for 25 years, with one additional 10-year option period.
3. The leased Property, which is the property that is the subject of the Lease, is located on a portion of Pima County Assessor's Parcel No. 215-10-051P, shown as parcel 2B in the record of survey recorded in the office of the Recorder of Pima County, Arizona, on December 27, 2013, at Sequence 20133610161, with an address of 11700 W. Avra Valley Road, in the Town of Marana, County of Pima, State of Arizona, including appurtenant utility and vehicular access. The leased Property is more particularly described in the legal description and map together attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the date first written above.

TOWN OF MARANA, an Arizona municipal
corporation

THE J.D. RUSSELL COMPANY, a Michigan
corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

By: _____
Nicholas H. Danna, President/CEO

Date: _____

STATE OF _____) ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2020, by Nicholas H. Danna, the President/CEO of THE J.D. RUSSELL COMPANY, a Michigan corporation.

My commission expires:

Notary Public



0.817 Acre Parcel

Airport Property

0 0.1 0.2 0.4 Miles
Marana Regular Council Meeting 06/10/2020



Council-Regular Meeting

D1

Meeting Date: 06/16/2020

To: Mayor and Council

Submitted For: Jamsheed Mehta, Town Manager

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

Date: June 16, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Transportation; presentation, discussion and possible direction regarding the Town of Marana's tentative project list for the Regional Transportation Authority Continuation (RTA2) program (Jamsheed Mehta)

Discussion:

The Regional Transportation Authority (RTA) continues to deliver projects from the 2006 voter-approved plan, but the current plan and funding source will expire in 2026. The Pima Association of Governments (PAG) has requested that the Town of Marana, as well as the other regional jurisdictions, submit a tentative transportation project list for consideration for the proposed continuation of the RTA program (RTA2). To provide for budgeting continuity and predictability, the next RTA investment program would recognize Period 4 (i.e. FY 2022 to FY 2026) of the current RTA program as the same Period 4 in the next RTA program, with the addition of three new 5-year periods: 5, 6 and 7. As projects in Period 4 of the current RTA Program are already voter-approved and will transition from one plan to the next, as well as based on anticipated RTA funding, the projects identified by the Town of Marana for RTA2 would potentially constitute Periods 5, 6, and 7 (FY 2027 to FY 2041). The list attached to the item provides a comprehensive overview of the suggested projects, including descriptions of each project and general cost estimates associated with them.

The projects identified in this presentation are a result of multiple internal discussions and consideration of several factors. These factors include financial limitations of the next RTA program, increased connectivity of our streets network throughout the Town,

increased capacity and safety for additional travel specifically around interchanges and railroad crossings, residential growth accommodation, facilitation of Economic Development growth, and general access management.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

N/A.

Attachments

RTA 2 Tentative Project List



Period 5 (FY 2027-2031)

1. **Cortaro Road Interchange - \$90M:** currently this interchange is over capacity and has an at-grade railroad crossing which furthers traffic delays and increases safety hazards. The interchange should be reconstructed with a flip/flop design. Construction method should be similar to Ina, working closely with ADOT and RTA for funding, but have ADOT sponsor the project.
2. **Dove Mountain Extension - \$10M:** this project would include the extension of Dove Mountain Boulevard to Tangerine Road or to Interstate 10. This would mitigate public safety and emergency service access concerns for people in the Dove Mountain area.
3. **Tangerine Farms Road Extension - \$16M:** this project completes the Tangerine Farms Road Network and is part of the Town's General Plan Circulation Element. It would serve a significant population and growth area of NW Marana to the Interstate at the Marana Interchange. It would also assist in traffic redirection and act as bypass access in the event of I10 closures in the area due to traffic accidents.
4. **Twin Peaks Road Rattlesnake Pass Expansion - \$14M:** this road acts as a regional road serving Marana and Pima County, and as primary access for the northern Picture Rocks area. Depending on Town funding options, the 4-lane expansion may be limited to the Saguaro Bloom frontage, allowing for a period 5 project from Saguaro Bloom to Safeway. RTA could also extend Twin Peaks from Saguaro Bloom west to Sandario Road, and provide improvements to the Sandario/Twin Peaks intersection.

Period 6 (FY 2032-2036)

1. **Marana Road Interchange - \$90M:** the Marana Road Interchange is currently over capacity, and projected to be far over capacity by the time that RTA 2 is projected to begin. The interchange also has an at-grade railroad crossing which furthers traffic delays and increases safety hazards. The interchange should be reconstructed with a flip/flop design. Construction method should be similar to Ina, working closely with ADOT and RTA for funding, but have ADOT sponsor the project.
2. **Tangerine Road Interchange - \$90M:** Tangerine Road is another regional corridor that serves Pima County, Pinal County, Marana, and Oro Valley. The interchange is not yet over capacity, but does have an at-grade railroad crossing, which increases traffic delays, emergency service/public safety response times, and safety hazards. The interchange should be reconstructed with a flip flop design. Construction method should be similar to Ina, working closely with ADOT and RTA for funding, but have ADOT sponsor the project.

Period 7 (FY2037-2041)

1. **Avra Valley Road Interchange & Extension - \$96M:** this project would consist of reconstruction of Avra Valley Rd. This includes the TI, including grade separation, 4-lane road to Tangerine Road, wildlife crossing of the road extension and I10.



2. **Ina Road Expansion to 6 Lanes - \$10M:** this project would include the expansion of Ina to 6 lanes from the Interstate 10 to the Town's limits. The corridor is currently at capacity during peak PM travel. This is a regional corridor that services Marana, Pima County, and Oro Valley. The \$10M figure is currently a best guess cost estimate, and would really be classified as a "Regional Access Management" project.
3. **Moore Road Interchange - \$90M:** this project is a new interchange connecting Moore Road near Gladden Farms to Adonis Road on the east side of I-10, including grade separated rail crossing. Interchange is between Tangerine and Marana interchanges.
4. **Sandario Road: Avra Valley Road to Emigh Road - \$7M:** this project would include the expansion of Sandario Road to 4 lanes through the intersection to gain capacity and increase safety by signaling Twin Peaks and Emigh. Sandario is a regional and primary corridor for County residents in the N. Picture Rocks area. We could also consider 4 lanes up to Avra Valley Road. This project would increase safety and capacity access in traveling to the high school (specifically student safety), as well as access to Saguaro National Park.
5. **Tangerine Road Connector - \$30M:** the project would connect Tangerine Road to Avra Valley Road near Marana Regional Airport. This would create a secondary bridge crossing over the river to link North Marana to other southern roadway networks.
6. **Tortolita Interchange - \$90M:** this project is a new interchange connecting a Lockett Road extension on the west side of I-10 to Adonis Road on the east side of I-10, including grade separated rail crossing. Interchange is between the Pinal Air Park and Marana interchanges.