MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 18, 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 August 18, 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.

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.

Due to concerns related to the COVID-19 pandemic, meetings may be viewed online by clicking the below link:
http://maranaaz.swagit.com/live

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 participate in the Council meeting (refer to the instructions below for how to participate):

https://us02web.zoom.us/j/86551251635?pwd=SExER0lXMzU1UHoyTTlnYnhxS0hsQT09

Passcode: 536715

For instructions on participating virtually in the Town Council Meeting click here:
https://www.maranaaz.gov/virtual-meetings

Please note that by participating virtually, 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.

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 recognizing the month of August 2020 as "Child Support Awareness Month" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Development; presentation of the Town of Marana Development Activity Annual Report Fiscal Year 2020 Update (Jason Angell)

CONSENT AGENDA

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

be discussed and voted upon separately.

C1 Resolution No. 2020-080: Relating to Development; approving a release of assurances for Fianchetto Farms and accepting public improvements for maintenance (Keith Brann)

C2 Resolution No. 2020-081: Relating to Development; approving a release of assurances for Del Webb at Dove Mountain VIII subdivision and accepting public street improvements for maintenance (Keith Brann)

C3 Resolution No. 2020-082: Relating to Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and other public agencies to participate in the Arizona Child Abduction Response Team (Libby Shelton)

C4 Resolution No. 2020-083: Relating to Personnel; approving the ICMA Retirement Corporation 457 Deferred Compensation Plan and designating a coordinator for the plan (Curry Hale)

C5 Approval of the Special Council Meeting Summary Minutes of July 21, 2020, the Regular Council Meeting Summary Minutes of July 21, 2020, and the Study Session Meeting Summary Minutes of July 14, 2020 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2020-084: Relating to Flood Plain Management; granting a variance to Marana Town Code Chapter 17-15 (floodplain and erosion hazard management code) for property located at 7430 North Silverbell Road (Keith Brann)

COUNCIL ACTION

A1 Public Hearing on proposed La Puerta Del Norte East Annexation, located south of Coachline Boulevard, north of Linda Vista Boulevard, and east of Silverbell Road (Jane Fairall)

A2 Resolution No. 2020-085: Relating to Real Estate; vacating that public right-of-way located south of the Santa Cruz River and north of the Central Arizona Project canal and dedicated to the Town in 2004 by Deed of Dedication from B.K.W. Farms, Inc. (Jane Fairall)

A3 Resolution No. 2020-086: Relating to Real Estate; vacating that Marana Main Street public right-of-way associated with a driveway turnout located along the frontage of the new Northwest Fire District Administration Building parcel (Jane Fairall)

A4 Resolution No. 2020-087: Relating to Utilities; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water (Scott Schladweiler)

A5 Resolution No. 2020-088: Relating to Utilities; approving and authorizing the Mayor to sign a protected facility agreement for the Artesiano water main (David L. Udall)

A6 Resolution No. 2020-089: Relating to Personnel; approving and ratifying the Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA) (Curry C. Hale)

A7 Resolution No. 2020-090: Relating to Elections; declaring and adopting the results of the Town of Marana primary election held on August 4, 2020 (Cherry L. Lawson)

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)

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

EXECUTIVE SESSIONS

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

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

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: 08/18/2020

From: Cherry L. Lawson, Town Clerk

Date: August 18, 2020

Subject: Proclamation recognizing the month of August 2020 as "Child Support Awareness Month" (Cherry L. Lawson)

Attachments

Proclamation recognizing August 2020 as "Child Support Awareness Month"

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing August 2020 as "Child Support Awareness Month"

WHEREAS, the Town of Marana joins the nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be a committed advocate for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serve Arizonans with excellence, respect, integrity and kindness, as well as be an overall champion for economic growth and opportunity; and

WHEREAS, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, Child Support Awareness Month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

NOW THEREFORE, the Mayor and Marana Town Council, do hereby recognize the month of August 2020 as

"CHILD SUPPORT AWARENESS MONTH"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Marana, Arizona to be affixed this 18th day of August 2020.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 08/18/2020

To: Mayor and Council

From: Anita McNamara, Long-Range Planner

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Relating to Development; presentation of the Town of Marana Development Activity Annual Report Fiscal Year 2020 Update (Jason Angell)

Discussion:

This agenda item provides the opportunity to present the Town of Marana Development Activity Annual Report. The intent of this document is to serve as an update to the existing 2019 Development Activity Annual Report. The collection and reporting of data contained within this report update will reflect the data gathered from January 1, 2020 through June 30, 2020. The Development Activity Annual Report will be changing to the compilation of data from the calendar year to the fiscal year starting with the Town's fiscal year 2021, which began July 1, 2020. This update fills the time gap from the 2019 calendar year to the start of fiscal year 2021.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

MARANA AZ

Development Activity Annual Report Update

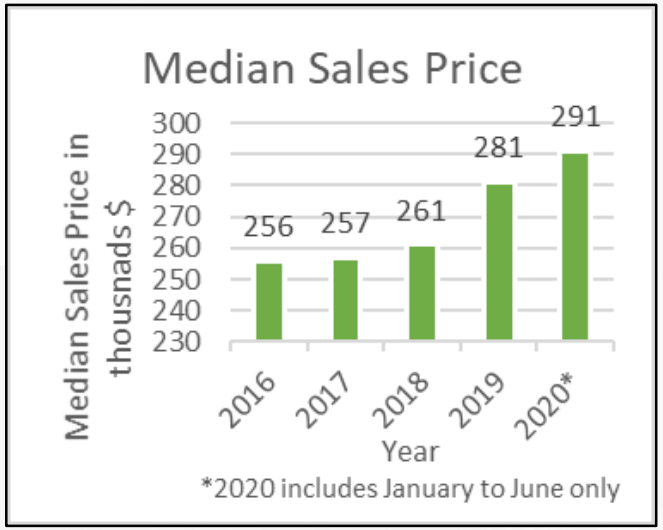
August 18, 2020

Content

- January – June 2020 Report Update
- Population and Home Sales Data
- Commercial & Residential Projects
- Development Activity

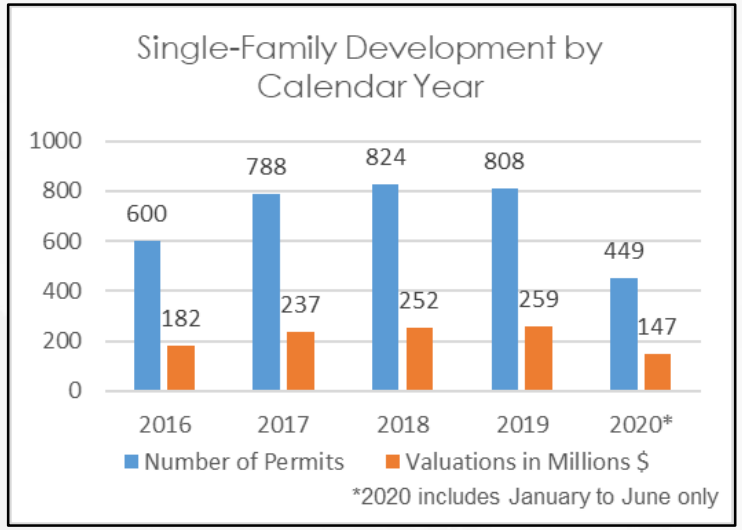
Population & Housing Data

- 2020 Census response at 66.2%
- Town is over 50,000 residents
- Median sales price up despite COVID-19
- Existing home inventory low



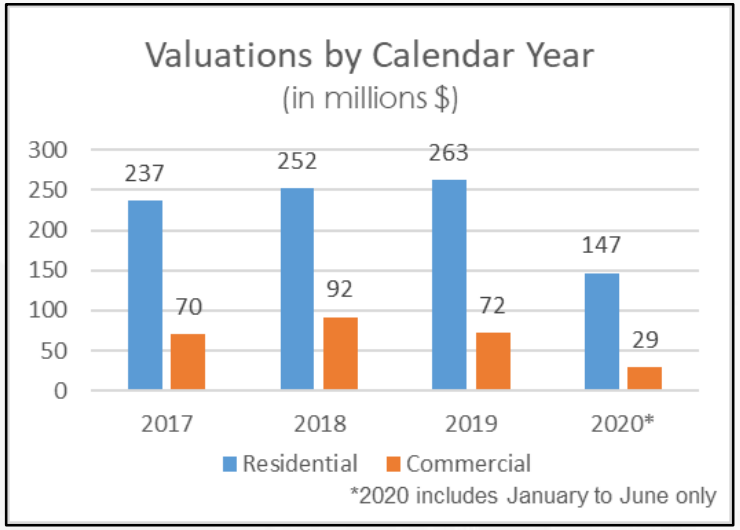
Residential Permits

- Single-family permits ±800/year since 2017
- Permit valuations increasing since 2016



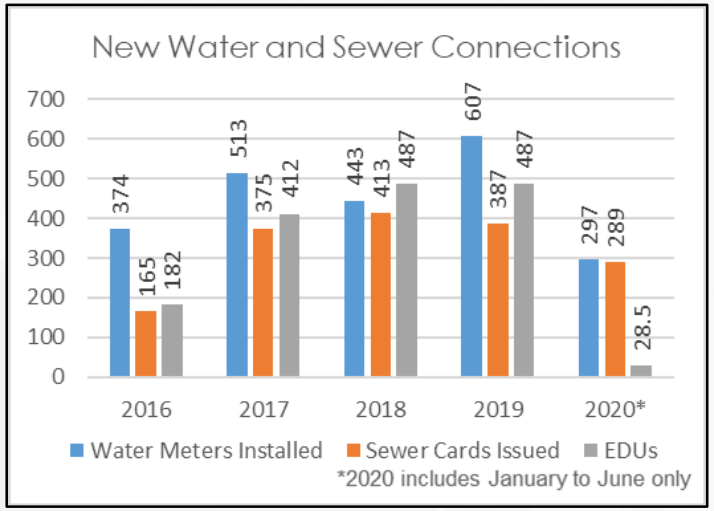
Commercial Permits

- 29 permits issued for new construction and tenant improvements



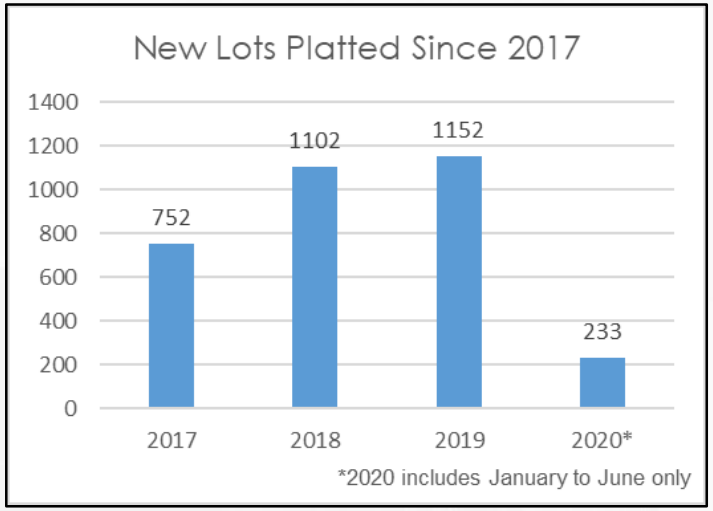
Water and Sewer Connections

- Steady increase for Marana Water



Subdivisions

- 3,239 new lots platted since 2017
- 692 lots in platting process



Discussion





DEVELOPMENT ACTIVITY

ANNUAL REPORT FISCAL YEAR 2020 UPDATE

MARANA AZ

INTRODUCTION

The intent of this document is to serve as an update to the 2019 Town of Marana Development Activity Annual Report. The Report will change the compilation of data from the calendar year to the fiscal year starting with the Town's fiscal year 2021, which began July 1, 2020. The collection and reporting of data contained within this Report update will address the data gathered from January 1, 2020 through June 30, 2020, which is the second half of fiscal year 2020 and will fill the time gap between the 2019 calendar year Report and the next, fiscal year 2021 Report.

It must be noted, this time period has experienced the greatest impacts due to the COVID-19 pandemic. Some information, such as demographics, will not be discussed as this information remains unchanged from the 2019 Report.

2020 Census

Starting in April, the decennial US Census is currently underway. This census is primarily on-line for the first time. As of June 30, the response rate for the Town of Marana is approximately 66.2%, which is higher than the state rate of 58.4% and the national rate of 61.8%. The count will likely be published at the end of this year and will help the Town make informed decisions for years to come.

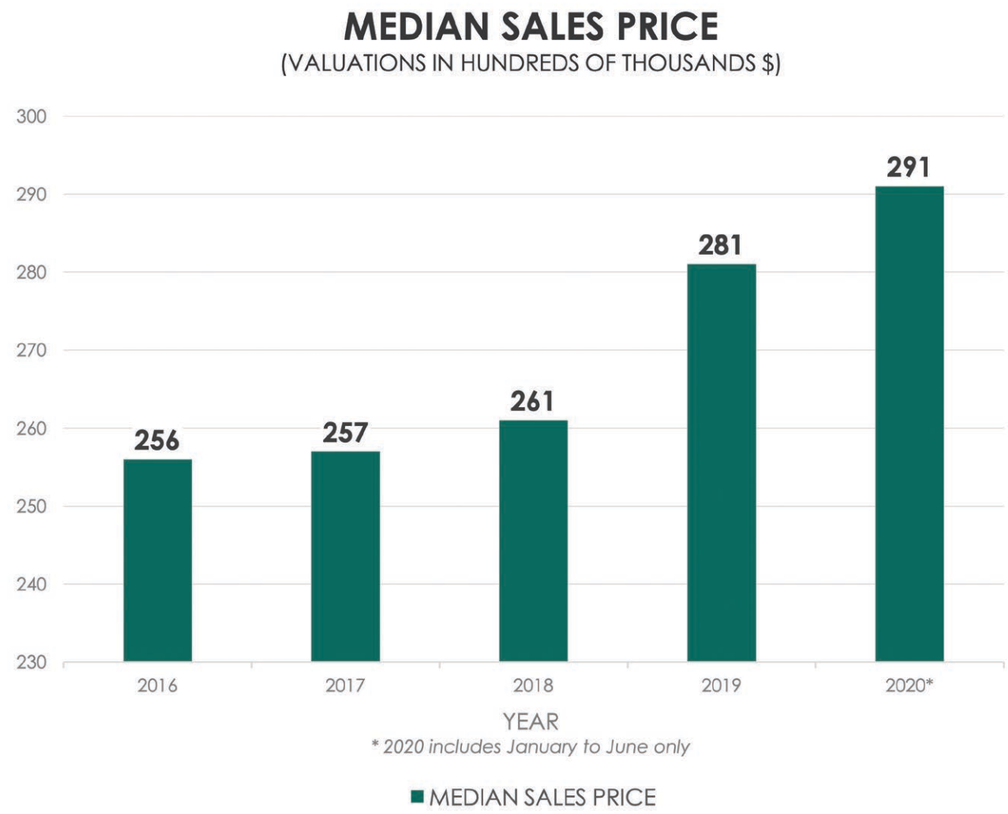
As mentioned in the 2019 Annual Report, the Town population is expected to surpass 50,000 residents.

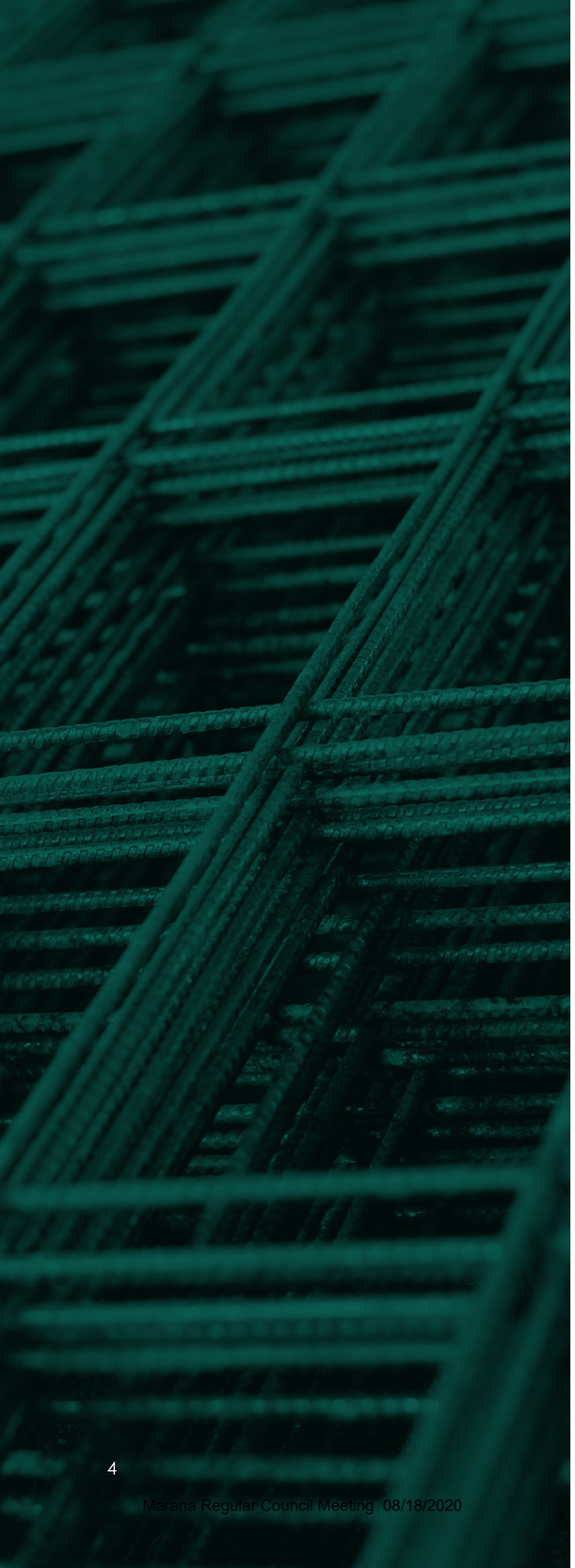
Housing Market Activity

During the first quarter of 2020, the year over year value of homes appreciated by 5.7 percent nationally and 8.5 percent in Arizona, which ranked seventh in the US.

An effect of the COVID-19 pandemic has been a reduced home inventory supply in the resale market as sellers have been reluctant to list their homes even as demand remains relatively strong and interest rates are historically low. While demand is somewhat lower than it was pre-COVID-19, it is still higher than supply. For this reason, realtors expect the median list price to rise. Research by the National Association of Realtors shows that housing markets in the West and South are leading the recovery as buyers continue to move to warmer climates. Arizona has more in-migration than out-migration which translates into a strong housing market.

The 2020 median sales figures in the chart are for January through June only.





COMPLETED COMMERCIAL PROJECTS

Jack in the Box

The Town's newest Jack in the Box restaurant is now open in Downtown Marana, south of the intersection of Marana Road and North Sandario Road. A second Marana location, on Ina Road east of I-10, is currently under review.

Marana Main Gate

Marana Main Gate is an 8,540 square-foot commercial development located off Sandario Road. Bisbee Breakfast Club is first tenant in the building and is now open.

Spice Garden Indian Restaurant

Spice Garden, a 2,400 square foot restaurant, opened in May. The new commercial building, located on Arizona Pavilions Drive next to Boston's Pizza, features a bar and outdoor dining patio.

2020 PROJECTS

Commercial

Dutch Bros

After the success of its first location at Cortaro Ranch, a second store is proposed at 4144 West Ina Road, east of Old Father Drive and adjacent to the Dairy Queen.

Taco Bell

A proposed Taco Bell represents another new business in Downtown Marana. The new restaurant will be located on a parcel immediately east of the McDonald's on North Sandario Road.

Circle K

Circle K is opening a new location at the corner of Tangerine Road and Lon Adams Road in the Heritage Park Shoppes. The proposed project includes a 5,187 square-foot convenience store, car wash, and 14 fuel pumps under a canopy.

QuikTrip

A new 7,318 square-foot QuikTrip convenience store and gas station is under construction at the northeast corner of Ina Road and Star Commerce Way. Another location is proposed at the northwest corner of Tangerine Road and I-10, the proposed development plan depicts a 4,993 square foot convenience store/gas station building.

Golden Leaf Wellness

Golden Leaf is a currently operating marijuana dispensary located at 5390 West Ina Road. Plans have been submitted to construct a new 15,000 square foot marijuana dispensary and office adjacent to a new 173,000 square feet enclosed grow facility.

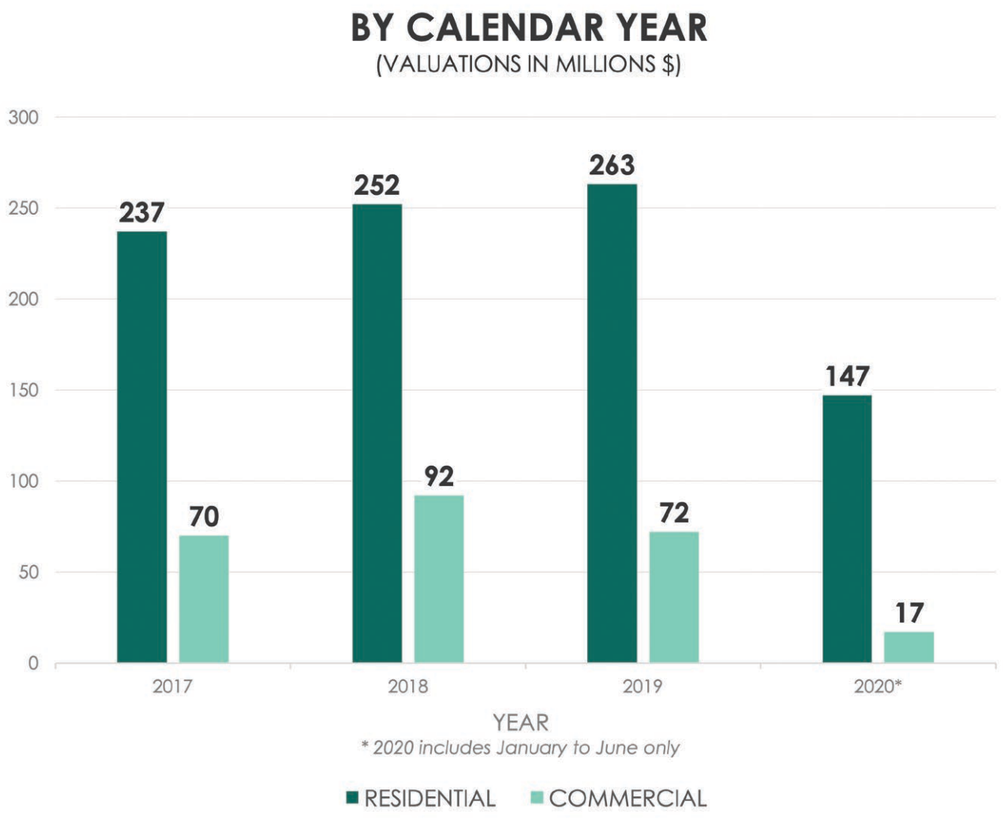
Residential

Lazy K Bar Ranch

Lazy K Bar Ranch is a 178-lot Pulte Homes subdivision currently under construction near the intersection of Pima Farms Road and Scenic Drive. As of June 30, 46 permits have been issued.

The Place at Silverbell Gateway

This approximately 300-unit apartment complex is proposed north of the West Ina Road and North Silverbell Road intersection.



DEVELOPMENT ACTIVITY

Commercial Activity

During the second half of fiscal year 2020 (January 1 through June 30), 29 commercial permits were issued, with a valuation of over $17 million. For all of fiscal year 2020, 54 permits were issued, with a total valuation of almost $23 million.

Residential Activity

Single-Family House Permits

2020 started very strong in terms of house permit volumes. Due to the impacts of COVID-19, the number of permit applications fell in April with a rebound in May. June saw one of the highest ever number of permits issued at 111.

Between January 1 and June 30, 2020, 449 new single-family house permits were issued. These six months bring the total number of single-family permits for fiscal year 2020 to 855 permits, which exceeded the forecasted total of 735 permits for the year.

Marana Water and Sewer Connections

An overall steady increase has been observed of new water meters installed, sewer cards issued, and EDUs since 2016. From January 1 through June 30, the town approved 297 new water meters, 289 new sewer connections and 28.5 EDUs.

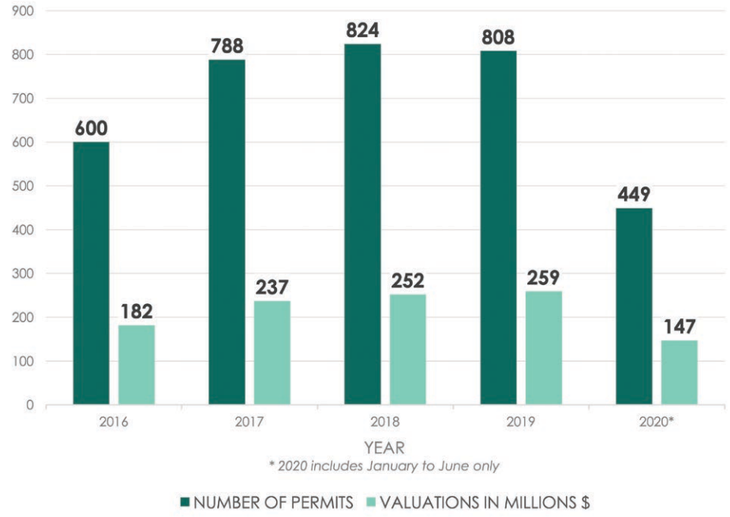
Subdivision Plats and Lot Inventory

Subdivision final plats approved in the first half of 2020 include the Preserve at Twin Peaks, (190 lots) and Moonlight Canyon Phase I and Phase II (43 lots).

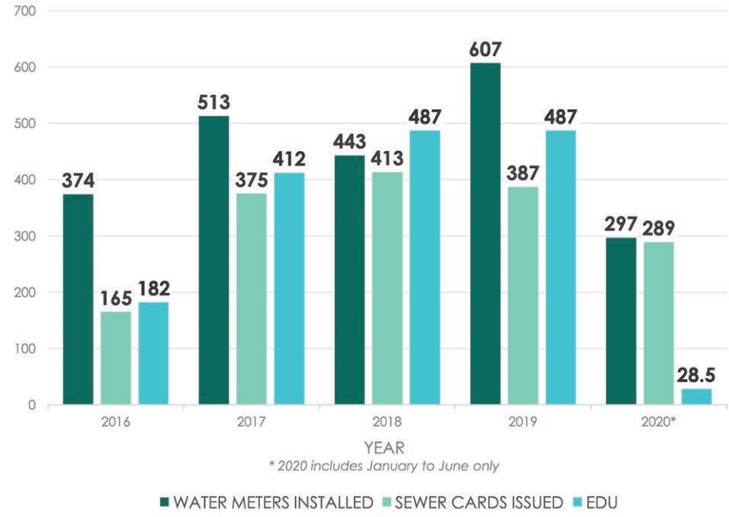
A preliminary plat for SC Ranch (54 lots) was approved in May. The Planning Commission recommended approval to Town Council for Gladden Farms Block 27 (184 lots), Saguaro Bloom 7B (177 lots), Twin Peaks and Lambert Lane (62 lots). These plats are on the agenda for Town Council July 21.

Other plats in process include Gladden Farms Block 42 (157 lots), Twin Peaks Vista (58 lots) and Tortolita Ridge (32 lots).

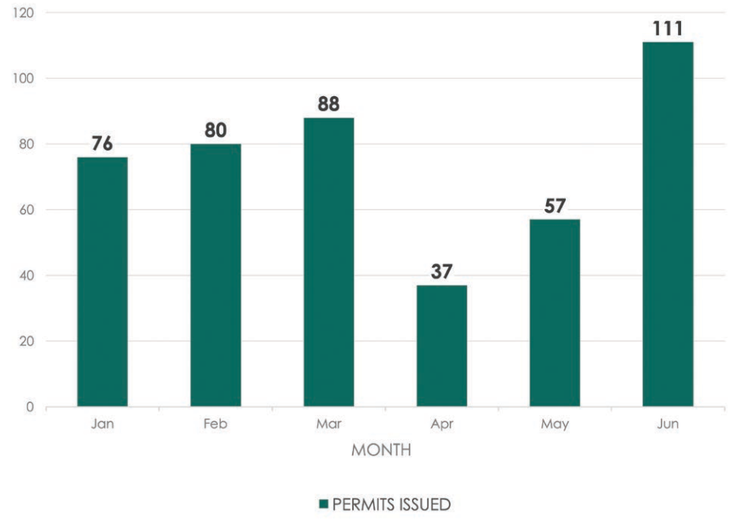
SINGLE-FAMILY DEVELOPMENT BY CALENDAR YEAR



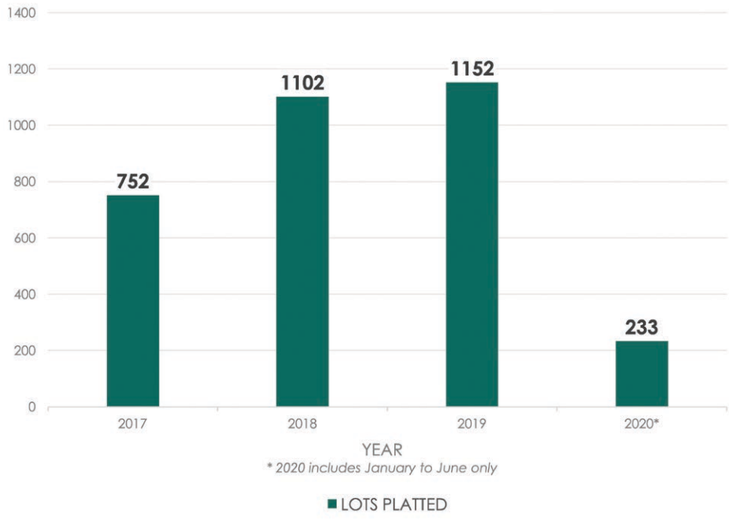
NEW WATER & SEWER CONNECTIONS



2020 SINGLE-FAMILY PERMITS PER MONTH



NEW LOTS PLATTED SINCE 2017



REGIONAL DEVELOPMENT IN SOUTHERN ARIZONA

The COVID-19 pandemic has impacted development around the United States and the world. Like the Town, our neighboring communities are also feeling these effects. However, our region is faring better than some others as development is still occurring albeit with a lull this spring. As of June, there are definite signs of improvement. Recent and current highlighted public and private projects in Southern Arizona are listed below.

City of Tucson

On March 17, 2020 the Mayor and Council adopted the City of Tucson's updated Land Use Assumptions (LUA) and Infrastructure Improvements Program (IIP). On June 9, the Tucson Mayor and Council adopted the new development impact fee ordinance, which includes an emergency relief fee provision that reduces the fees through June 30, 2022. In addition, like its counterparts, the City of Tucson has transitioned to electronic submittals and reviews.

Pima County

Similar to Tucson, on June 23, Pima County Board of Supervisors approved a suspension of the annual 2% increase for impact fees effective from July 1, 2020 to June 30, 2021 as was recommended by County Development Services.

The county is also in the process of updating the sign code to align with the Supreme Court Gilbert decision by removing content related language, to better reflect current trends and technology in the sign industry, to encourage better design and to protect dark skies and viewsheds. The staff is currently seeking stakeholder review of an updated draft.

Town of Oro Valley

As with Tucson and Pima County, on June 17, the Oro Valley Mayor and Council voted to delay implementation of impact fees. In the case of Oro Valley, the delay is 24 months through to June 30, 2022.

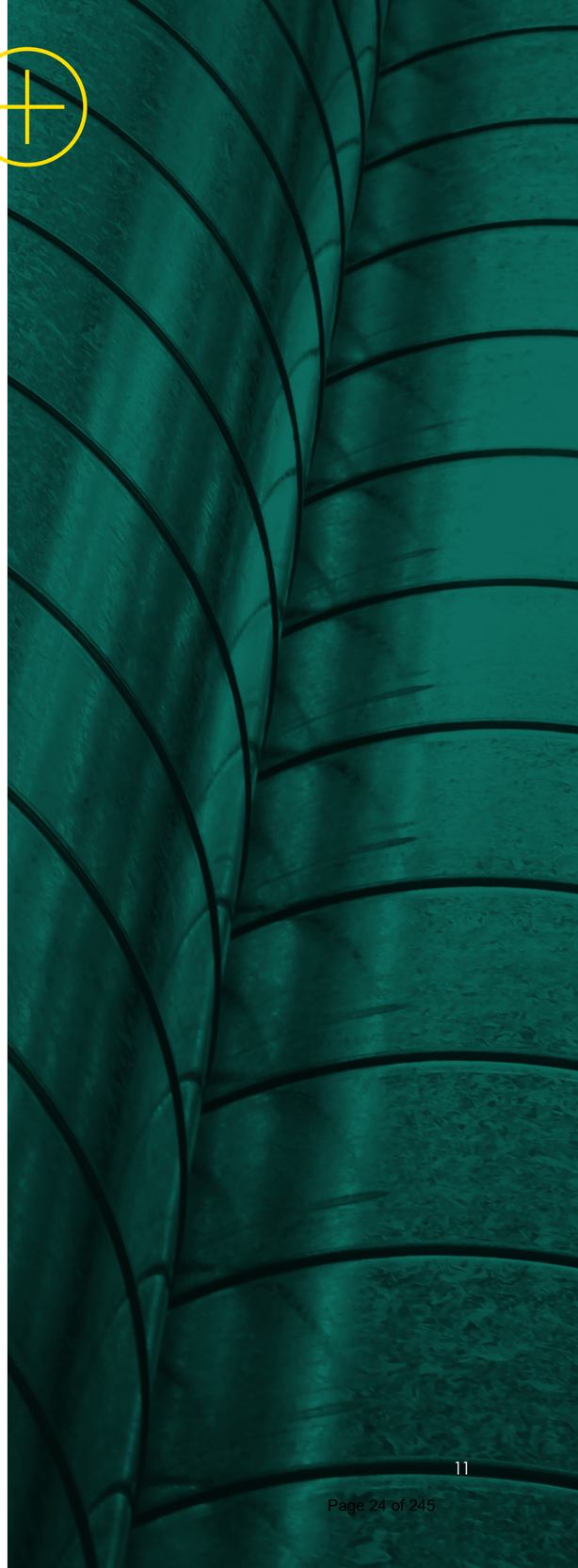
In recent years, the changing nature of retail has meant some anchor stores and big box stores have vacated their spaces in shopping centers. The Oro Valley Marketplace is no stranger to this trend. While a formal application has not yet been submitted to the town, a preliminary concept that fills in the vacant or underutilized areas has been presented at a neighborhood meeting for revitalization of the center. The concept plan depicts two hotels, garden and podium apartments and an entertainment district consisting of restaurants, recreation and community event space for art festivals, food truck events, etc. Other happenings in the Marketplace include a temporary drive-in movie theatre that has set up on the currently vacant parcel at the southwest corner of East Tangerine Road and Innovation Park Drive and a new Ashley Furniture HomeStore that is currently under construction in the location of the former Dick's Sporting Goods store.

Town of Sahuarita

The Town of Sahuarita is currently reviewing several plats, including two preliminary plats in Ranch Sahuarita that will create 883 lots and a final plat in Quail Creek containing 106 new lots.

A Major General Plan Amendment and related Specific Plan Amendment are being reviewed to incorporate property into the Quail Creek Specific Plan. These amendments will add an additional 905 acres to the Specific Plan.

In addition to the private development projects, the town is also in the process of undertaking a rewrite of the residential and rural zoning districts in the Zoning Code.





MARANA AZ

Council-Regular Meeting **C1**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Glenn Phillips, Civil Engineering Specialist

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-080: Relating to Development; approving a release of assurances for Fianchetto Farms and accepting public improvements for maintenance (Keith Brann)

Discussion:

Fianchetto Farms is a 114-lot subdivision approved and recorded in 2006. Fianchetto Partners, LLC was the original subdivider, but development of Fianchetto Farms was almost immediately taken over by Ducati Development Group, LLC. After completing 75% of the subdivision improvements and constructing five homes, Ducati lost the property during the Great Recession, and Fianchetto Farms became dormant with a few completed homes.

By 2011, Fianchetto Farms, LLC had become the owner and developer of Fianchetto Farms. In early 2011, the Town and Fianchetto Farms, LLC entered into a customized assurance agreement addressing the unique challenges of a partially built subdivision. To facilitate the developer's continued repair and completion of the subdivision and sale of lots to builders, the Town and the developer entered into 2016 and 2018 substitute assurance agreements to replace the 2011 assurance agreement and to assure completion of the remaining subdivision improvements.

The developer has now completed all of the subdivision infrastructure to the satisfaction of the Town. The resolution accompanying this item releases the remaining subdivision assurances and accepts the public improvements.

The resolution includes Town acceptance of the non-potable water pipes in the

subdivision. Ducati installed the non-potable pipes, but did not connect them to the portion of the non-potable system the Town transferred to CMID. Town staff anticipates that the non-potable pipes in Fianchetto Farms will eventually connect to the rest of the non-potable system through the Payson Farms property, located north of Fianchetto Farms. When that occurs, Town staff will recommend transferring the non-potable system in Fianchetto Farms to CMID for ownership and operation.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-080, approving a release of assurances for Fianchetto Farms and accepting public improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2020-080, approving a release of assurances for Fianchetto Farms and accepting public improvements for maintenance.

Attachments

Resolution No. 2020-080

Fianchetto Farms map

MARANA RESOLUTION NO. 2020-080

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR FIANCHETTO FARMS AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Fianchetto Farms Lots 1 thru 114, Common Area "A" Retention-Detention/Landscape/Recreation, Common Area "B" Drainage Way, Common Area "C" Recreation Area/Drainage/Landscape' ("Fianchetto Farms") was recorded in the Pima County Recorder's office on 10 March 2006 at Book 60 of Maps and Plats, Page 97; and

WHEREAS the Town has a substitute assurance agreement (the "Assurance Agreement") with Fianchetto Farms, LLC (the "Subdivider"), recorded in the Pima County Recorder's office on 4 May 2018 at Sequence 20181240058, assuring the completion of subdivision improvements for Fianchetto Farms; and

WHEREAS the Subdivider has completed the subdivision improvements for Fianchetto Farms acceptable to Town standards in accordance with the Assurance Agreement.

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

SECTION 1. The Assurance Agreement is hereby released for Fianchetto Farms, and any remaining cash previously deposited by the Subdivider and still held by the Town pursuant to the Assurance Agreement is hereby authorized and directed to be released to the Subdivider.

SECTION 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.8 miles of the following paved public streets as shown on the plat of Fianchetto Farms:

- Judit Court
- Fianchetto Drive
- Gaffney Way
- Reyher Farms Loop
- Cutri Court
- Benoni Court
- Riccati Drive

SECTION 3. The Town accepts for maintenance the potable water system serving Fianchetto Farms, consisting of approximately 5120 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of $344,040.

SECTION 4. The Town accepts for maintenance the sanitary sewer system serving Fianchetto Farms, consisting of approximately 4763 linear feet of conveyance system and appurtenances with an estimated value of $398,075.

SECTION 5. The Town accepts for maintenance the non-potable water system serving Fianchetto Farms, consisting of approximately 2824 linear feet of non-potable water line, valves, and appurtenances with an estimated value of $229,521.

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

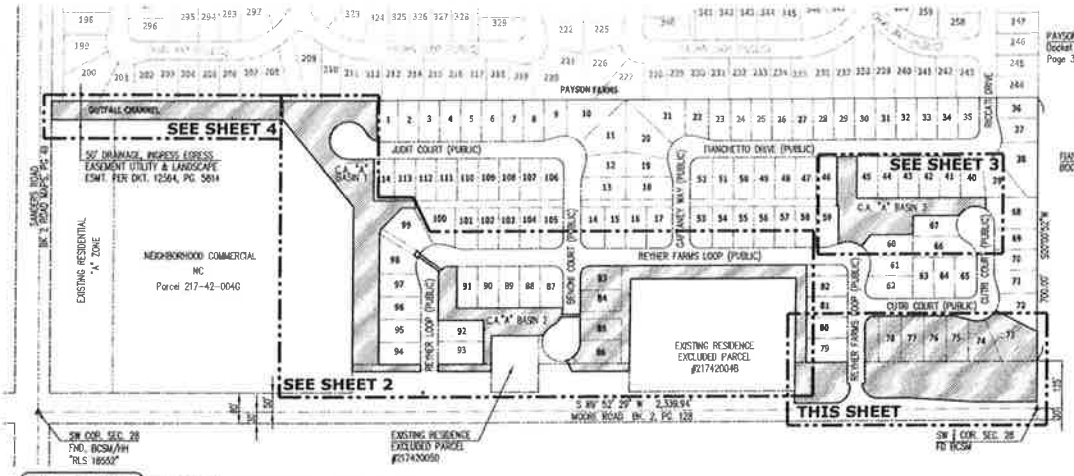
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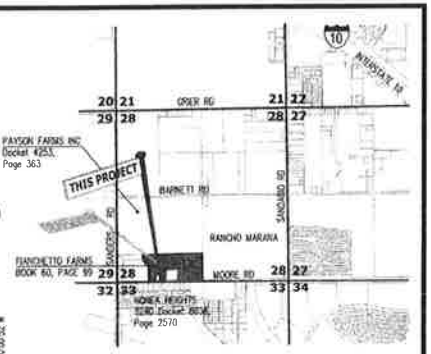
Frank Cassidy, Town Attorney

GRADING PLAN REVISION 1 FOR
FIANCHETTO FARMS
BOOK 60, PAGE 99 PRV - 04142P

GRADING GENERAL NOTES

1. THE GROSS AREA OF DEVELOPMENT IS 27.34 ACRES
2. AREA OF DRAINAGE WAYS AND OPEN SPACE IS 4.42 ACRES
3. EXISTING ZONING IS R-6
4. DEVELOPER WILL COVENANT TO HOLD THE TOWN OF MARANA, IT'S SUCCESSORS AND ASSIGNS HARMLESS IN THE EVENT OF FLOODING. DRAINAGE WILL NOT BE ALTERED DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
5. MARANA WATER IS THE WATER SERVICE PROVIDER TO THE PROPERTY AND HAS BEEN DESIGNATED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
6. GRADING BOUNDARIES ARE CLEARLY MARKED ON THESE DRAWINGS AND ALL WORK SHALL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE DRAWINGS
7. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE ARIZONA STATE MUSEUM MUST BE CONTACTED IMMEDIATELY PURSUANT TO ARS 41-865.
8. ALL MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH PIMA COUNTY/CITY OF TUCSON STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (PC/COT SSPI), EDITION OF 2003, EXCEPT AS MODIFIED HEREBY.
9. ALL CONSTRUCTION AND TESTING METHODS SHALL BE IN CONFORMANCE WITH PC/COT SSPI, EDITION OF 2003, EXCEPT AS MODIFIED HEREBY.
10. ALL WORK SHALL BE IN CONFORMANCE TO TITLE 19, TOWN OF MARANA GRADING CODE.
11. EXCAVATION AND BACK FILL FOR STRUCTURES SHALL CONFORM TO PC/COT SSPI, SECTION 203-5.
12. ALL CONCRETE SHALL CONFORM TO PC/COT SSPI, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
13. A STAMPED SET OF ACCEPTED PLANS SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
14. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATION.
15. CONTRACTOR SHALL CALL BLUE STAKE (1-800-782-5348) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
16. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
17. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
18. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER.
19. ALL STATIONING SHOWN ON THE PLANS ARE ALONG CONSTRUCTION CENTERLINE UNLESS OTHERWISE NOTED.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS AND VEGETATION IN THE WORK AREA. PAVEMENT, CURBS, AND ANY OTHER OBSTRUCTIONS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY IRRIGATION CONTROLS, DRAINS, STRUCTURES, OR OBSTRUCTIONS NOT SHOWN ON THESE PLANS SHALL BE MOVED, ALTERED, OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED, AS DIRECTED BY THE ENGINEER, AND IS DEFINITE PART OF THIS.
21. ACCEPTANCE OF THESE PLANS DOES NOT CONSTITUTE OR IMPLY ACCEPTANCE OF ANY OF THE FOLLOWING:
    A. WALL(S), RETAINING OR OTHER TYPE(S)
    B. ANY REINFORCED CONCRETE STRUCTURE(S)
    C. ANY EMBANKMENT(S) WHOSE PRIMARY PURPOSE IS TO FUNCTION AS A RETENTION/DETENTION STRUCTURE
    THE ITEMS LISTED ABOVE ARE APPROVED FOR LOCATION ONLY. SEPARATE PLAN CHECKS AND PERMITS ARE REQUIRED, ALL IN ACCORDANCE WITH THE APPLICABLE CODES OF THE TOWN OF MARANA.
22. THE CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER TO INTERPRETE THE DRAWINGS OR RECOMMEND MODIFICATIONS BASED ON CONSTRUCTION CONDITIONS OR INTERFERENCES. CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES & GRADE. ANY EXPENSE INCURRED IN REPLACING STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
23. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM THE CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
24. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITHTHE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT, IN ACCORDANCE TO THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) DEVELOPED FOR THIS PROJECT.
25. BUILDING PADS SHALL BE CONSTRUCTED TO WITHIN 0.10 FOOT OF FINISHED BUILDING PAD ELEVATIONS AS STAKED, STREETS AND PARKING AREAS SHALL BE CONSTRUCTED TO WITHIN +0.10 FOOT OF FINISH SUB GRADE AS STAKED BY THE ENGINEER.
26. A REPORT OF SOILS INVESTIGATIONS, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY PATTISON EVANOFF ENGINEERING, LLC, DATED OCTOBER 15, 2004, PROJECT NO. 04-340, FOR THIS PROJECT. EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT AND ANY AMENDMENTS MADE THERETO.
27. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO, CLEARING, AND BACK FILL, MATERIAL TESTING, TOGETHER WITH PLACEMENT OF FILL, SAID ENGINEER SHALL CERTIFY IN WRITING, THAT ALL SOILS OPERATIONS AND MATERIALS USED FOR THIS DEVELOPMENT WERE PERFORMED IN CONFORMANCE WITH THE ACCEPTED PLANS, SPECIFICATIONS AND GEOTECH REPORT. A CERTIFICATION, IN WRITING, BY THE GEOTECH ENGINEER SHALL BE PROVIDED. A GENERAL CERTIFICATION BY THE CIVIL ENGINEER OF RECORD SHALL BE PROVIDED TO THE TOWN OF MARANA PRIOR TO THE REQUEST FOR THE FINAL INSPECTION AND RELEASE OF ASSURANCES.





LOCATION MAP
SCALE: 3" = 1 MILE

THE SOUTHWEST QUARTER SECTION 28, T-11-S, R-11-E, G. & S. R. B. & M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- PROPERTY BOUNDARY
- RIGHT OF WAY
- LOT LINE
- EASEMENT LINE
- SECTION TIE DOWN LINE
- 100-YR FLOOD LIMIT
- FFE=42.62 FPE=41.95 — FINISHED PAD ELEVATION FIN. FLOOR ELEVATION "FFE" WILL BE A MIN. OF PLUS 0.67"
- 9 — NEW LOT NUMBER
- (4) — KEY NOTE
- SHEET INDICATOR
- GRADING LIMITS/ AREA TO BE RE-GRADED
- FOUND BCSM
- NEW SURVEY MONUMENT
- EXISTING PAVEMENT
- DIRECTION OF FLOW

- LP — LOW POINT
- HP — HIGH POINT
- GB — GRADE BREAK
- G — GUTTER
- TC — TOP OF CURB
- EP — EDGE OF PAVEMENT
- TS — TOP OF SLOPE
- SW — SIDEWALK
- 95.23 — FINISHED SURFACE ELEVATION
- EX:95.23 — EXISTING SURFACE ELEVATION
- 12:1 — HORIZONTAL TO VERTICAL

SECTION OR DETAIL IDENTIFICATION
SHEET ON WHICH SECTION OR DETAIL IS DRAWN OR CROSSED
REFERENCED BACK TO SHEET ON WHICH SECTIONS ARE IDENTIFIED NUMERICALLY; DETAILS ALPHABETICALLY

SHEET INDEX

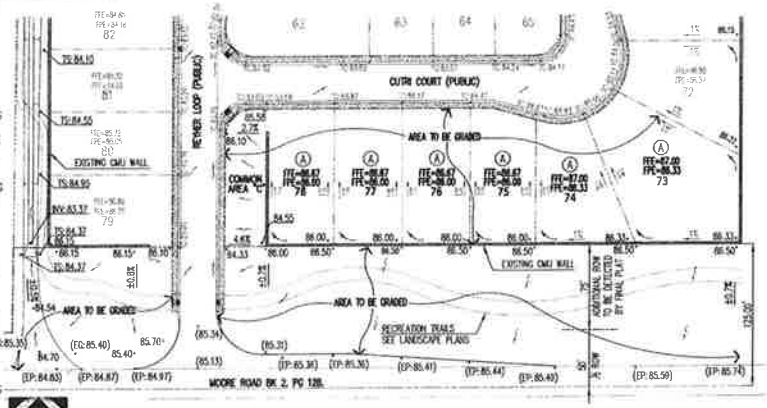
SHEET 1	COVER SHEET
SHEET 2	PLAN SHEET
SHEET 3	PLAN & DETAIL SHEET
SHEET 4	DETAIL SHEET

1-800-782-5348 Blue Stake Center

REFERENCE SITE PLAN
SCALE: 1" = 150'

GRADING GENERAL NOTES CONT.

28. IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER(S), THEIR SUCCESSORS OR ASSIGNS, (AND/OR THERE CONTRACTOR, THEIR SUCCESSORS OR ASSIGNS AS APPLICABLE) TO PURSUE ANY NEGOTIATIONS , OBTAIN ANY AGREEMENTS AND/OR PERMITS, ETC FROM ALL NECESSARY OWNERS, PRIVATE AND/OR GOVERNMENTAL AGENCIES IN CHARGE OF PROPERTIES AND/OR RIGHTS-OF-WAY ADJACENT TO (OR NEIGHBORING) THIS PROJECT, THAT MAY BE REQUIRED TO DO ANY WORK (CONSTRUCTION, ACCESS, MODIFICATIONS, GRADING, DRAINAGE, STRUCTURES, ROADS, ETC.) ENCROACHING OR AFFECTING -DIRECTLY OR INDIRECTLY - ON THESE ADJACENT PROPERTIES AND RIGHTS - OF - WAY IN ANY CONCEIVABLE MANNER, REGARDLESS OF WHETHER OR NOT THIS WORK IS SHOWN OR DESCRIBED ON THESE PLANS (OR) ON THIS PLAT.
30. THE PROFESSIONAL CIVIL ENGINEER OF RECORD SHALL CERTIFY, IN WRITING, THAT ALL IMPROVEMENTS, WHETHER PRIVATE OR PUBLIC, HAVE BEEN CONSTRUCTED, PLACED, INSTALLED , ETC. IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS FOR THIS DEVELOPMENT. CERTIFICATIONS, IN WRITING, ARE TO BE RECEIVED BY THE TOWN ENGINEER OR THE TOWN OF MARANA PRIOR TO THE REQUEST FOR ANY BUILDING PERMITS AND OR, FINAL INSPECTION AND THE RELEASE OF ASSURANCES. AN AS-BUILT SURVEY SHALL BE PROVIDED TO THE CIVIL ENGINEER OF RECORD PRIOR TO HIS GENERAL CERTIFICATION OF THE PROJECT.
31. THE TOWN ENGINEER WILL, UPON RECEIPT OF ALL NECESSARY CERTIFICATIONS AS OUTLINED ON THE IMPROVEMENT PLANS AND FINAL PLAT, PERFORM A FIELD REVIEW OF THE DEVELOPMENT. FIELD CONDITIONS DESIGN OVERSIGHTS, ETC., MAY REQUIRE ADDITIONAL WORK AND/OR IMPROVEMENTS AS A RESULT OF SAID REVIEW.
32. ALL EASEMENTS MUST BE ACQUIRED BY OWNER/BUILDER PRIOR TO CONSTRUCTION.
33. IF GRADING CREWS ENCOUNTER A BURROWING OWL DURING GRADING, PLEASE CALL THE ARIZONA GAME AND FISH DEPARTMENT AT (520) 628-5376. THEY WILL COME OUT AND RELOCATE THE BIRD(S) OFF SITE.
34. ALL 2:1 SLOPES OR SLOPES AS NOTED SHALL HAVE GROUTED RIP RAP STABILIZATION PER SOILS REPORT.
35. THE WORD "CERTIFY" OR "CERTIFICATION" IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE COMPLETENESS OR FITNESS OF WORK AND DOES NOT CONSTITUTE A WARRANTEE OR GUARANTEE EXPRESS OR IMPLIED.



GRADING PLAN OF LOT 73 TO LOT 78
SCALE: 1"=50'

BASIS OF BEARING

THE BASIS OF BEARING: WEST LINE OF THE NW ¼ OF SECTION 28, T-11-S, R-11-E, ACCORDING TO BK. 32 RECORDS OF SURVEY, PG 40 BEARING BEING N. 00°03'45" E.

BASIS OF ELEVATION

THE BASIS OF ELEVATION: PCDOT/COT DOT GEODETIC CONTROL POINT (1) ROB. 3" BCSM IN CASTING DOWN 0.7± IN SOUTH BOUND LANE OF SANDERS RD. @ INTERSECTION OF SANDERS RD. & CRIER RD. (IN THE INTERSECTION) RLS 18552 MARANA AZ. ELEVATION BEING 1969.24, NAVD 88 DATUM.

ACCEPTANCE

MARANA TOWN ENGINEER/SUBDIVISION ENGINEER — P.E. — DATE 11/14/11

TOWN OF MARANA PLANNING DIRECTOR — DATE 11-15-11

No.	Date	Description	Drawn By	Checked By	Approved By

ENG1108-003

AMERICAN PACIFIC ENGINEERING, LLC.
ENGINEERING INFRASTRUCTURE ENERGY ENVIRONMENT
Mesa Office: 1744 W. Broadway Road, Suite 101, Mesa, Arizona 85202
Telephone (480) 590-1333 * Fax (480) 590-1335

GRADING PLAN REVISION 1 FOR FIANCHETTO FARMS (LOTS 1 THRU 114)

Date	11/09/11
Scale	1"=150'
Drawn by: JF	Design by: MCRO	Checked by: MCRO
Appl. Job No.	4116-A-001-0701
Reference No.	ENG0508-021, PRV-04-114
Sheet	1 OF 4

GRADING PLAN REVISION 1 FOR FIANCHETTO FARMS

EXHIBIT A

Council-Regular Meeting **C2**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Development Engineering Manager

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2020-081: Relating to Development; approving a release of assurances for Del Webb at Dove Mountain VIII subdivision and accepting public street improvements for maintenance (Keith Brann)

Discussion:

Del Webb at Dove Mountain VIII consists of lots 554-595, a 12.5 acre subdivision located south of Dove Mountain Boulevard and west of Del Webb Trail, and recorded at the Pima County Recorder's Office at Sequence Number 20191710096.

The Town has an assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving Del Webb at Dove Mountain VIII acceptable to Town standards in accordance with the assurance agreement, including the public infrastructure, which consists of paved streets, a sanitary sewer conveyance, and a potable water system.

If approved, this resolution will release the Del Webb at Dove Mountain VIII subdivision assurances and accept the public streets for maintenance. The public water and sewer improvements serving the subdivision are being dedicated to and accepted by Tucson Water and Pima County Wastewater, respectively.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-081 approving a release of assurances for Del Webb At Dove Mountain VIII, and accepting public street improvements for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2020-081, approving a release of assurances for Del Webb At Dove Mountain VIII, and accepting public street improvements for maintenance.

Attachments

Resolution No. 2020-081

Exhibit A Location Map

MARANA RESOLUTION NO. 2020-081

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR DEL WEBB AT DOVE MOUNTAIN VIII SUBDIVISION AND ACCEPTING PUBLIC STREET IMPROVEMENTS FOR MAINTENANCE

WHEREAS 'Del Webb at Dove Mountain VIII, Lots 554-595 and Common Area "A" (Drainage/Open Space)' ("Del Webb at DM VIII") is a 12.5 acre subdivision located south of Dove Mountain Boulevard and west of Del Webb Trail, according to the plat recorded in the office of the Recorder of Pima County, Arizona, on June 20, 2019, at Sequence 20191710096; and

WHEREAS the Town has a third party trust substitute assurance agreement (the "Assurance Agreement") with Pulte Home Company, LLC (the "Subdivider") and Landmark Title Assurance Agency of Arizona, LLC, as Trustee under trust number 18300-T, recorded in the Pima County Recorder's office on June 20, 2019, at Sequence 20191710106, assuring the completion of subdivision improvements for Del Webb at Dove Mountain VIII; and

WHEREAS the subdivider has completed the subdivision improvements to Town standards in accordance with the Assurance Agreement.

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

SECTION 1. The Assurance Agreement hereby released.

SECTION 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, the following approximately 0.25 miles of paved public streets located within the Del Webb at Dove Mountain VIII subdivision:

- River Trail
- Tiyo Point Trail
- Tanner Trail

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT A

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS for DEL WEBB AT DOVE MOUNTAIN VIII, LOTS 554-595

PUBLIC STREETS

ENG1904-006

SEQUENCE

GENERAL NOTES

1. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH PIMA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (PAG SSPN), 2015 EDITION, UNLESS NOTED.
2. BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22, T-11-S, R-12-E, SAID BEARING BEING N00°05'55"E.
3. BASIS OF ELEVATION FOR THIS PROJECT IS THE AS-BUILT 3" TOWN OF MARANA BRASS CAP SURVEY MONUMENT STAMPED RLS "22245" AT THE CENTERLINE INTERSECTION OF DOVE MOUNTAIN BOULEVARD AND RIM TRAIL SAID ELEVATION BEING 2521.44 FEET(NGVD 29 DATUM)
4. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.
5. CONTRACTOR SHALL CALL BLUESTAKE (1-800-STAKE-IT) TO VERIFY LOCATION OF UTILITIES TWO FULL WORKING DAYS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
6. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
7. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY TOWN ENGINEER PRIOR TO CONSTRUCTION.
8. ALL WORK SHALL CONFORM TO "STANDARDS FOR GRADING AND RELATED SITE WORK" TITLE 19 OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
9. ALL CONCRETE SHALL COMPLY WITH PAG SSPN SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
10. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
11. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY THE ENGINEER. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO THE CONTRACTOR.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE CONSTRUCTION PRICE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
14. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
15. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVISES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
16. A COPY OF THE APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
17. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR AND ACCEPTANCE BY THE TOWN ENGINEER.
18. 30 DAYS PRIOR TO DESTRUCTION OR REMOVAL OF CACTUS THE CONTRACTOR SHALL NOTIFY THE ARIZONA DEPARTMENT OF AGRICULTURE AT (520)628-6310.
19. REPORTS OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAVE BEEN PREPARED BY PATTISON EVANOFF ENGINEERING, LLC, AS FOLLOWS:
    PROJECT NO. 11-060, DOVE MOUNTAIN WEST PULTE HOMES,
    DATED 8/12/11 (& 12/12/12 UPDATE LETTER)
    ALL EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORTS.
20. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS INCLUDING, BUT NOT LIMITED TO, CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL, TOGETHER WITH PLACEMENT AND COMPACTION OF FILL.
21. COMPACTION IN ALL FILL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO DESIGNATION T-99, METHOD A. THOSE AREAS TO RECEIVE FILL ARE TO BE SCARIFIED TO A DEPTH OF TEN (10) INCHES, BROUGHT TO THE PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE AREA SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK. TESTS OF FILL MATERIAL WILL BE DONE AT THE OWNER'S EXPENSE.
22. THE DESIGN SPEED FOR ONSITE STREETS IS 25 MPH, UNLESS OTHERWISE NOTED. THE DESIGN VEHICLE IS WB-40.
23. AGGREGATE BASE COURSE SHALL CONFORM TO PAG SSPN SECTION 303 AND BE COMPACTED TO 95% MAX. DENSITY.
24. ASPHALTIC CONCRETE SHALL CONFORM WITH PAG SSPN SECTION 406, MIX #2, SPECIFICATIONS (SUBDIVISION MIX 4.0%±0.2% AIR VOIDS).
25. A REGISTERED ENGINEER MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE REQUEST FOR FINAL INSPECTION/ CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCES.
26. NATIVE PLANTS MUST BE FLAGGED AND PROTECTIVE FENCING MUST BE INSTALLED AS REQUIRED BY THE NATIVE PLANT PRESERVATION PLAN PRIOR TO ANY GRADING ACTIVITY.
27. A RIGHT-OF-WAY PERMIT IS REQUIRED FOR CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY AND DRAINAGEWAYS.
28. IF ARCHAEOLOGICAL MATERIALS ARE DISCOVERED DURING THE COURSE OF CONSTRUCTION, THESE MUST BE HANDLED PER THE CONDITIONS OF THE ARMY CORPS OF ENGINEERS 404 ISSUED FOR THIS PROJECT.
29. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND MR. JOHN MADSEN, REPATRIATION COORDINATOR AT THE ARIZONA STATE MUSEUM, MUST BE CONTACTED IMMEDIATELY, PURSUANT TO A.R.S. 41-865.

ALL GRADES SHOWN ARE ON NGVD DATUM UNLESS SPECIFICALLY IDENTIFIED WITH (NAVD 88). A VERTCON NGS CONVERSION OF +2.10' SHALL BE USED TO CONVERT NVGD 29 ELEVATIONS TO NAVD 88.

GENERAL NOTES, Continued

30. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
31. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
32. TRACER WIRE REQUIRED FOR ALL IRRIGATION SLEEVES.
33. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, HARDSCAPE, SIGNAGE, DECORATIVE PAVERS OR STAMPED CONCRETE, DECORATIVE MEDIANS, SLOPE & DRAINAGE IMPROVEMENTS, PATHS, MONUMENTATION AND WALLS ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED WITH THE COOPERATION OF THE MASTER COMMUNITY ASSOCIATION PRIOR TO ISSUANCE OF ANY PERMITS OR APPROVAL OF THE IMPROVEMENT PLAN, ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
34. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARED FOR THIS PROJECT.
35. GRADING BOUNDARIES SHALL BE CLEARLY MARKED, AND ALL WORK WILL BE CONFINED TO THE APPROVED PROJECT DISTURBANCE LIMITS AS SHOWN ON THESE PLANS. NO WORK SHALL TAKE PLACE OUTSIDE OF THE LIMITS SHOWN ON THESE PLANS.
36. ALL PROTOCOL OUTLINED IN THE DOVE MOUNTAIN CONSERVATION PLAN WILL BE FOLLOWED.
37. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.
38. ANY SURVEY MONUMENTS THAT FALL ON A QUARTER-SECTION CORNER OR GREATER SHALL BE PER TOWN OF MARANA SD M-103A. (SURV-XAP, INC. M/M-BCS-3-1/AFS)
39. ALL CONSTRUCTION AND TEST METHODS FOR ADOT STRUCTURES/DETAILS SHALL BE IN CONFORMANCE WITH ADOT STANDARD STRUCTURE DETAIL DRAWINGS DATED 7/2012 AND 2008 ADOT CONSTRUCTION SPECIFICATIONS.

SEWER GENERAL NOTES-SEE SHEET 3

AS-BUILT CERTIFICATION:

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

REGISTERED LAND SURVEYOR _____ DATE _____

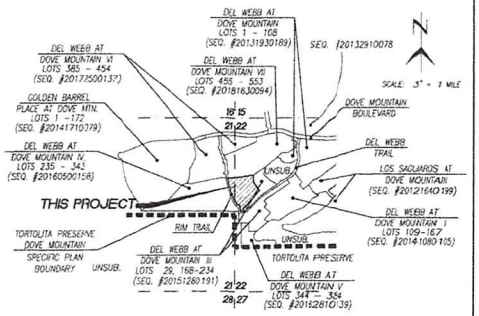
REGISTRATION NUMBER _____ EXPIRES _____

CAUTION: CONTRACTOR TO VERIFY LOCATION (HORIZONTAL & VERTICAL, IF NECESSARY) OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION

NOTE: ALL SPOT GRADES ARE TOP OF PAVEMENT/FINISHED GRADE UNLESS OTHERWISE INDICATED. ADD 0.5' FOR TOP OF CURB ELEVATIONS WHERE APPLICABLE

NOTE: THIS PROJECT HAS BEEN MASS GRADED BY PREVIOUS CONSTRUCTION PHASES AND THE EXISTING GROUND TOPOGRAPHY SHOWN DOES NOT ACCURATELY REFLECT FIELD CONDITIONS





LOCATION PLAN

SECTIONS 21 & 22, T-11-S, R-12-E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 3"=1 MILE

LEGEND

- SUBDIVISION BOUNDARY
- LOTLINE
- R/W — RIGHT-OF-WAY LINE
- STREET CENTERLINE
- PROPOSED EASEMENT PER FINAL PLAT
- NEW PAVEMENT
- EXISTING PAVEMENT
- FOUND SURVEY MONUMENT
- SHEET REFERENCE
- NEW SURVEY MONUMENT PER T.O.M. M-103B
- EXISTING CONTOURS
- NEW PUBLIC SEWER LINE W/ NEW MANHOLE
- NEW MCS
- EXISTING SEWER LINE W/ MANHOLE (APPROX. LOCATION)
- W — EXISTING/PROPOSED WATER LINE (APPROX. LOCATION)
- OHP — EXISTING UNDERGROUND ELECTRIC (APPROX. LOCATION)
- CURB ACCESS RAMP PER T.O.M. SD 602-1, 602-2 OR 602-3
- X 88.1 — DESIGN SPOT GRADE
- CROSS SECTION REFERENCE
- BASIS OF ELEVATION/BENCHMARK
- BACKWATER VALVE INDICATOR
- DESIGN GRADING CONTOUR (PREVIOUSLY COMPLETED MASS GRADING)

ACCEPTED:

ACCEPTED BY THE TOWN OF MARANA

BY _____ P.E. TOWN ENGINEER/DEVELOPMENT ENGINEER — DATE: 19 June 19

BY _____ TOWN OF MARANA PLANNING DIRECTOR — DATE: 6-20-19

BACKWATER VALVES WILL BE REQUIRED FOR THE FOLLOWING LOTS: 554-560, 563-568, 569-577, 579-586, 589-595.

SHEET INDEX

1	COVER SHEET
2-4	PLAN & PROFILE (SEWER NOTES-SHT 3)
5	STRIPING & SIGNAGE PLAN

OWNER/DEVELOPER:

NAME: PULTE GROUP, INC.
ATTN: TOM COLLINS
3011 W. INA ROAD
TUCSON, ARIZONA 85741
PHONE: 520-971-3794

ABBREVIATION LIST:

T.O.M.	TOWN OF MARANA
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
IC	INCLUDED CENTRAL ANGLE
R	RADIUS
L	LENGTH
SM	SURVEY MONUMENT
ECR	EXE CURVE RETURN
BCR	BEGIN CURB RETURN
BCSM	BRASS CAP SURVEY MONUMENT

ENG1904-006 REF: #PRV1505-003 P19WID0029 G-2019-045

NO	DATE	REVISION	BY	CH	APPR

PUBLIC PAVING, DRAINAGE and SEWER IMPROVEMENT PLANS
DEL WEBB AT DOVE MOUNTAIN VIII, LOTS 554-595
BEING A RESUBDIVISION OF BLOCK "I" AS RECORDED IN DEL WEBB AT DOVE MOUNTAIN IV, LOTS 235 - 343 AS RECORDED IN SEQUENCE NO. 20160590158, BEING A PORTION OF SECTION 22, T11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3661 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 @ (520) 318-1650 Fax (520) 318-1930

SCALE	DRAWN BY: MVM	DATE: 6/27/19	DRAWING #	SHEET
HORIZ. 1"=100	DESIGNED BY: MVM	REV. DATE: 5/16/19	2018 15-pair plan sheets	1 of 15
V.E. 5	CHECKED BY: MVM	REV. DATE: 6/27/19	PLAN # 2756.15	

G-2019-045

Council-Regular Meeting **C3**

Meeting Date: 08/18/2020

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-082: Relating to Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and other public agencies to participate in the Arizona Child Abduction Response Team (Libby Shelton)

Discussion:

On October 4, 2016, Council adopted Resolution 2016-101 authorizing an intergovernmental agreement between the Town of Marana and other public agencies to create an Arizona Child Abduction Response Team (AZCART). The term of the agreement ended on July 1, 2020.

The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators, who are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts, primarily concerning cases involving abducted or at-risk missing children. AZCART and other Arizona law enforcement agencies may request and render law enforcement assistance to/from other AZCART agencies in dealing with serious violations of law including, but not limited to: the investigation, arrest, and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment, and similar or related violations (utilizing state and federal law and prosecutions, as appropriate); the rescue of the abducted child or children; and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity, utilizing applicable state and federal forfeiture laws, as may be appropriate.

The agreement addresses the procedures for activation of the CART. Any party to the agreement can request activation of CART, and the party that has jurisdiction over the

incident or investigation will remain as the lead agency with support from other CART agencies. Under the agreement, all parties are responsible for their own costs. If approved, the proposed agreement will become effective upon execution by the Town and filing with the County Recorder and shall remain in effect until June 30, 2030.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-082, authorizing the Mayor to execute the Intergovernmental Agreement for Participation in the Arizona Child Abduction Response Team.

Suggested Motion:

I move to adopt Resolution No. 2020-082, authorizing the Mayor to execute the Intergovernmental Agreement for Participation in the Arizona Child Abduction Response Team.

Attachments

Resolution No. 2020-082

Exhibit A

MARANA RESOLUTION NO. 2020-082

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND OTHER PUBLIC AGENCIES TO PARTICIPATE IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM.

WHEREAS evidence has shown that criminal child kidnapping, abduction, false imprisonment and similar violations occur in Arizona; and

WHEREAS the goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators who are available to focus dedicated and intensive investigative, preventative and general law enforcement efforts primarily with regard to cases involving abducted children; and

WHEREAS the Town of Marana desires to be a participant in the Arizona Child Abduction Response Team; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the "Intergovernmental Agreement for Participation in the Arizona Child Abduction Response Team" attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM

This Agreement is entered into pursuant to A.R.S. §§11-951, *et seq*., and A.R.S. §13-3872 by and among any and all Cities, Towns Agencies and other entities that have signed, recorded and entered into this agreement.

The aforementioned entities shall hereinafter be known collectively as the Arizona Child Abduction Response Team (AZCART). Any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by AZCART, comply with the provisions of A.R.S. §§11-951 *et seq*. and subsequently signs this Agreement shall become Parties to this Agreement. As new agencies are invited and agree to sign this agreement, AZCART will be sure to update and distribute its list of member agencies. Each AZCART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all subsequent parties to this Agreement will be included in any collective reference to and will also be collectively known as, or referred to as, one of the "Parties" hereto.

I. PURPOSE AND INTENT OF AGREEMENT

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (AZCART). The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators, who are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts, primarily concerning cases involving abducted or at-risk missing children. AZCART and other Arizona law enforcement agencies may request and render law enforcement assistance to/from other AZCART agencies in dealing with serious violations of law including, but not limited to: the investigation, arrest, and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment, and similar or related violations (utilizing state and federal law and prosecutions, as appropriate); the rescue of the abducted child or children; and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity, utilizing applicable state and federal forfeiture laws, as may be appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter into this Agreement, in order to receive and extend mutual aid in the form of law enforcement services and resources, to respond to continuing, multi-jurisdictional criminal activity such as that described above.

II. AUTHORITY TO ENTER INTO THIS AGREEMENT

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 *et seq.,* A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution, or other governing statute or authority.

If any Native American community requests AZCART assistance, consideration should be given for granting all assisting AZCART team members tribal peace officer authority for the duration of the AZCART activation within the applicable tribal jurisdiction if and when required.

III. CART ACTIVATION, PROCEDURES AND RESOURCES

A. Any Party to the Agreement or authorized representative of any Arizona law enforcement agency may request activation of AZCART. An activation can include but is not limited to: a Limited Team (Hasty Team) call out for the purposes of consulting with the primary jurisdiction or a branch-only call out for conducting a specific task, a Technical Team call out for cell tower analysis, foreign language translation, dedicated forensic interviews, specialized equipment, etc., or a Full Team call out for neighborhood and roadside canvassing, criminal investigation assistance, lead management assistance, area searches, crime scene management assistance, intelligence gathering, etc..

It shall be the responsibility of the Party or authorized representative requesting activation to contact the designated Google Voice number of 480-442-2784 to be put in touch with the AZCART State Coordinator or designee for vetting of the request for activation.

The criteria for an AZCART activation include one or more of the following: a confirmed or suspected non-family child abduction, a confirmed or suspected family or non-custodial parent abduction with endangerment circumstances, and/or any other at-risk missing child investigation requiring immediate response in order to protect the life or well-being of a child as determined by the AZCART State Coordinator or designee.

Endangerment circumstances are defined as: when a child's life or well-being is perceived to be at risk due to violence or health conditions and/or if the abducting party has the potential for violence or is expected to otherwise endanger the child. At-risk factors can include but are not limited to: child is deemed special needs due to a medical diagnosis or diagnosed behavioral condition, child has a life-threatening health condition, child is medicine/drug dependent, child is 13 years of age or younger therefore at risk of exploitation, signs are present consistent with sexual exploitation, or child is absent in a way inconsistent with established patterns of behavior without explanation, etc.

B. The Agency that has legal jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular AZCART activation with support from AZCART agencies.

C. One lead AZCART State Coordinating Agency led by a AZCART State Coordinator as well as two branch (Northern and Southern) coordinating agencies each led by a AZCART Branch Coordinator will be selected by the AZCART Steering Committee members subject to final approval of chief law enforcement officers (chiefs) of the AZCART agencies selected on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. The individual State or applicable Branch Coordinator will be selected by that coordinating agency. In the event that a State or Branch AZCART Coordinator is unable to

complete his or her term due to retirement, resignation from his or her agency, change in primary assignment, promotion, or for any other reason, the coordinating agency should name a replacement coordinator from within their agency to fulfil the remainder of the year term.

D. The AZCART State Coordinating Agency will have primary responsibility over maintaining U.S. Department of Justice certification, compliance, and reporting, as well as maintaining IGA compliance within Arizona. The State Coordinating Agency will handle primary vetting of AZCART activation requests to ensure criteria have been adequately met. The State Coordinating Agency will have primary responsibility for AZCART activations in Maricopa, Yuma, Pinal, La Paz, Gila, Graham and Greenlee Counties. The AZCART State Coordinating Agency will provide oversight and support to any Northern or Southern AZCART Branch activation. The AZCART Northern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and will have primary responsibility over coordinating the response for AZCART activations in Mohave, Coconino, Yavapai, Navajo and Apache Counties. The AZCART Southern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and will have primary responsibility over the response for AZCART activations in Pima, Santa Cruz and Cochise Counties.

E. The AZCART State and Branch Coordinators or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of AZCART. The AZCART State Coordinator shall be responsible for mediating any jurisdictional or AZCART activation disputes between the Parties during an AZCART activation. In the event such mediation fails, the issue shall be brought to the attention of the applicable AZCART Chiefs and/or Sheriffs or their designees for appropriate resolution.

F. Each Party shall, to the best of its ability, designate at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any AZCART activation. Each Party shall designate a primary AZCART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other AZCART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, an AZCART agency may provide officers not normally designated as AZCART members in support of an AZCART activation.

G. Each Party shall have the sole discretion to determine how many and/or how long any of its personnel or resources shall be assigned in support of an AZCART activation.

H. Each Party shall have the ability to have representation on the AZCART Steering Committee. The AZCART Steering Committee shall be run by the current State Coordinating Agency and is responsible for meeting quarterly either in person or virtually at the discretion of the State Coordinating Agency. AZCART Steering Committee meetings shall serve the purpose of discussing AZCART related matters, soliciting feedback on current and past AZCART activations, preparing quarterly training for AZCART membership as well as soliciting and selecting suitable agencies for rotation as State or Branch Coordinating Agencies. In the event multiple agencies desire to be the State or Branch Coordinating Agency a majority vote of the

AZCART Steering Committee at the designated 4th quarterly meeting shall make the determination with the vote of the current AZCART State Agency acting as a tiebreaker if needed. In the event not all replacement coordinating agencies are identified by the 4th quarterly meeting, the current State or Branch Coordinating Agency will have the option of remaining in place on a month-to-month basis until a replacement agency is found. If a Branch Coordinating Agency cannot be determined, then those activation responsibilities will fall back under the State Coordinating Agency until a replacement is found.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies, to include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NON-DISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, that all persons, regardless of race, color, religion, sex, age, marital status, sexual orientation,, gender identification or expression, genetic characteristics, familial status, national origin or political affiliation, U.S. military veteran status or disability, shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party agrees that it will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost or judgement made against that party to the extent arising from any negligent, reckless or intentional act or omission by any of that party's employees, agents, or servants in connection with work or responsibilities performed pursuant to this Agreement.

To the extent permitted by law, each Party does hereby covenants and agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contractees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contractees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to

comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

VII. DISPUTES/GOVERNING LAWJURISDICTION/VENUE

All parties to this Agreement shall make every effort to resolve conflicts with the parties involved. If settlement is not obtained, then parties may submit a grievance to litigation. The laws of the State of Arizona shall govern this Agreement. If a dispute arises under this agreement, which cannot be resolved by the Parties, it shall be resolved by litigation. Jurisdiction will be in the Sate of Arizona. venue will be in the Maricopa County Superior Court, unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney's fees, expert witness fees and other reasonable costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until June 30, 2030, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty calendar days' written notice to the other Parties to the Agreement.

B. This Agreement may be administratively extended by each Party at the direction of the applicable legislative body with the recommendation of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the termination date listed above shall no longer be a Party to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such

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

XI. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, an employee of a public agency, as defined in section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in section 11-952, is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. This Agreement shall be recorded with the appropriate County Recorder as described above upon its execution and a copy shall be forwarded to each Party.

D. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to individually and outside of this Agreement, or as otherwise allowed for by law, provide, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. Each party to this agreement shall receive notice to the Chief of Police and to City or Town Attorneys for that jurisdiction.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

Town of Marana, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____

Frank Cassidy, Town Attorney

Reviewed By: _____
Terry Rozema, Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Town of Marana, an Arizona municipal corporation

By: _____
Frank Cassidy, Esq.
Attorney, Town of Marana

Date: _____

Council-Regular Meeting **C4**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Libby Shelton, Senior Assistant Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-083: Relating to Personnel; approving the ICMA Retirement Corporation 457 Deferred Compensation Plan and designating a coordinator for the plan (Curry Hale)

Discussion:

The Town Council adopted the deferred compensation plan and appointed ICMA Retirement Corporation (hereinafter "ICMA") to serve as administrator of the plan on November 15, 1994 in Resolution No. 94-34. The plan is automatically adopted without having to take any formal action before Council unless changes are requested. Recently, ICMA contacted the Town requesting the formal designation of a coordinator for the program to receive reports and notices from ICMA. If Council approves this item, the plan will be updated and the Human Resources director or designee will be designated as the coordinator for the program.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-083 approving the ICMA Retirement Corporation 457 Deferred Compensation Plan and designating a coordinator for the plan.

Suggested Motion:

I move to adopt Resolution No. 2020-083 approving the ICMA Retirement Corporation 457 Deferred Compensation Plan and designating a coordinator for the plan.

Attachments

Resolution No. 2020-083
Exhibit A

MARANA RESOLUTION NO. 2020-083

RELATING TO PERSONNEL; APPROVING THE ICMA RETIREMENT CORPORATION 457 DEFERRED COMPENSATION PLAN AND DESIGNATING A COORDINATOR FOR THE PLAN

WHEREAS the Town of Marana has employees rendering valuable services; and

WHEREAS the establishment of a deferred compensation plan for such employees serves the interest of the Town by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS the Town Council finds that it is in the best interests of the Town employees to have the option of participating in the deferred compensation plan administered by the ICMA Retirement Corporation.

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

SECTION 1. The Town Council hereby approves the adoption of the 457 deferred compensation plan attached hereto as Exhibit A.

SECTION 2. The Human Resources Director or designee shall be the coordinator for the Plan; shall receive reports, notices, etc. from ICMA Retirement Corporation or Vantage Trust; shall cast, on behalf of the Employer, any required votes under Vantage Trust; may delegate any administrative duties relating to the deferred compensation plan to the appropriate department; and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the deferred compensation plan.

SECTION 3. 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 457 deferred compensation plan administered by the ICMA Retirement Corporation.

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST



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457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of VantageTrust Company.

Article II. Definitions

2.01 **Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

2.02 **Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.

2.03 **Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator

detailing features of the Plan and any elections as to the administration of the Plan.

2.04 **Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.

2.05 **Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.

For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).

2.06 **Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.

2.07 **Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.

2.08 **Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.

2.09 **Employer.** _____ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.

2.10 **457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.

2.11 **Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.

2.12 **Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by

reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

2.13 **Normal Limitation.** The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

2.14 **Normal Retirement Age.** Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

2.15 **Participant.** Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

2.16 **Percentage Limitation.** 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

2.17 **Plan Year.** The calendar year, unless otherwise elected by the Employer.

2.18 **Severance Event.** A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the

Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

2.19 **Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

3.01 **Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.

3.02 **Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

4.01 **Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.

4.02 **Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.

4.03 **Automatic Enrollment.**

(a) *If elected by the Employer, the Plan will provide for automatic enrollment.* In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these

automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

(1) **Eligible Automatic Contribution Arrangement ("EACA").** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.

(2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as Deferred Compensation.

(3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.

(4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.

(5) **Default Rate.** The percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

(1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee's compensation for that pay period. If the Employer elects, a Covered Employee's Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.

(2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, shall be deemed a request for distribution of the Covered Employee's Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

(1) Except as provided in (2), below, if the Employer has elected to have Covered Employees' Default

Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

(2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(e) **Notice Requirement**

(1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.

(2) The notice must accurately describe:

(i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;

(ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;

(iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and

(iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

(1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.

(2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.

(4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

4.04 Vesting of Employer Contributions. If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

(a) Catch-up Contributions for Participants Age 50 and Over: A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:

(1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or

(2) The excess (if any) of:

(i) The Participant's Includible Compensation for the year, or

(ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

(b) Last Three Years Catch-up Contribution: For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:

(1) The 457 Catch-Up Dollar Limitation, or

(2) The sum of

(i) The Normal Limitation for the taxable year, and

(ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

5.03 **Sick, Vacation and Back Pay.** If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

5.04 **Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

5.05 **Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

5.06 **Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

5.07 **Benefit Accruals with Respect to Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).

5.08 **Benefit Accruals with Respect to Differential Wage Payments.** Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

Article VI. Trust and Investment of Accounts

6.01 **Investment of Deferred Compensation.** A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.

6.02 **Investment Powers.** The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.

(a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.

(b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.

(c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

(d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

(e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.

(f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.

(g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.

(h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.

(i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall

not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;

(2) The other employer's plan provides that such transfer will be made; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

(1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;

(2) The other employer's plan provides that such transfer will be accepted;

(3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and

(4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

(a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) The Employer's other plan provides that such transfer will be made;

(2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.

(b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:

(1) The Employer's other plan provides that such transfer will be accepted;

(2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and

(3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

(a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.

(b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) *Definitions:*

(1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

(2) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.

(3) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

(1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a

"designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

(2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

(3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).

(4) If the dates noted above are modified by the Employer's prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer's prior plan document.

6.12 **Trustee-to-Trustee Transfers to Purchase Permissive Service Credit.** All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 **Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs.** For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 **Employer Liability.** In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 **Retirement Benefits and Election on Severance Event.**

(a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of

the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.

(b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 **Payment Options.** As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

(a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;

(b) One (1) lump-sum payment;

(c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;

(d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;

(e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;

(f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;

(g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 **Limitation on Options.** A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than $100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 **Minimum Required Distributions.** Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the

Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

(a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.

(b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

7.05 Time and Manner of Distribution.

(a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.

(b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually

commence.

(c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

7.06 Required Minimum Distributions During Participant's Lifetime.

(a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

7.07 Required Minimum Distributions After Participant's Death.

(a) *Death On or After Date Distributions Begin.*

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years

after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death Before Date Distributions Begin.*

(1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

7.08 Definitions.

(a) *Designated Beneficiary.* The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.

(b) *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.

(d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

7.09 Unforeseeable Emergencies.

(a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.

(b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.

(c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.

7.10 **In-Service Distribution of Rollover Contributions.** Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.11 **In-Service Distribution to Participants Age 70½ or Older.** Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

7.12 **Distribution of De Minimis Accounts.** Notwithstanding the foregoing provisions of this Article VII:

(a) *Mandatory Distribution:* If the value of a Participant's Account is less than $1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

(1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and

(2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than $1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

(b) *Voluntary Distribution:* If the value of the Participant's Account is at least $1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

(1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and

(2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

7.13 **Deemed Severance from Employment.**

(a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.

(b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.

(c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee

Contributions set forth in subsection (b).

7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.

(a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to $3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.

(b) The term "Eligible Retired Public Safety Officer" means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term "Public Safety Officer" has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.

(c) The term "Qualified Health Insurance Premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

7.15 EESA Provisions. The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 ("EESA") shall apply to the Plan.

7.16 KETRA and GOZA Provisions. The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 ("KETRA") and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

(a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.

(b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

(a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably

equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.

(b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.

(c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.

(d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.

(e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

(f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

(1) $50,000, reduced by the excess (if any) of

(i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over

(ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or

(2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

(g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.

(h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.

(i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.

(j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.

(k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.

(l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.

(m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:

(1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;

(2) rules relating to reamortization of loans; and

(3) rules relating to refinance of loans.

8.03 Participant Loan Accounts.

(a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.

(b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.

(c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.

(d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the

provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Roth Provisions

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

9.01 Definitions. The following definitions shall apply for purposes of this Article IX.

(a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.

(b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(E), to the extent permitted by Section 9.05(e).

(c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.

(d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.

(e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:

(1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and

(2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

9.02 Permitted Roth Elective Deferrals

(a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.

(b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

9.03 Separate Accounting

(a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.

(b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.

(c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.

(d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

9.04 Direct Rollovers

(a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

(b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.

(c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the Plan.

9.05 In-Plan Roth Conversions. Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

(a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.

(b) *Irrevocability.* Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.

(c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.

(d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection

with an election to make an In-Plan Roth Conversion.

(e) *In-Plan Roth Conversions of Non-Distributable Amounts.* Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

9.06 Availability of Loans from Designated Roth Accounts. A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

(a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.

(b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.

(c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.

(d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Mistaken Contribution. To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable if giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Miscellaneous Items

14.01 **Gender and Number.** The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

14.02 **Electronic Communication and Consent.** Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

(a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and

2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to,

resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.

2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG

BRC000-28794-0416

Council-Regular Meeting **C5**

Meeting Date: 08/18/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: August 18, 2020

Subject: Approval of the Special Council Meeting Summary Minutes of July 21, 2020, the Regular Council Meeting Summary Minutes of July 21, 2020, and the Study Session Meeting Summary Minutes of July 14, 2020 (Cherry L. Lawson)

Attachments

07-21-2020 Special Meeting Summary Minutes

07-21-2020 Regular Council Meeting Summary Minutes

07-14-2020 Study Session Meeting Summary Minutes

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, July 21, 2020 at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 7:23 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Dave Bowen, Patti Comerford, Roxanne Ziegler, John Officer (Excused), and Herb Kai.**

APPROVAL OF AGENDA

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

COUNCIL ACTION

A1 Resolution No. 2020-078: Relating to Budget; adopting the Town of Marana's fiscal year 2020-2021 final budget (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided an overview of the resolution adopting the Town of Marana fiscal year 2020-2021 final budget.

Vice Mayor Post, moved and Council Member Kai second the motion approving Resolution No. 2020-078 adopting the Town of Marana fiscal year 2020-2021 final budget. Motion passes, 5-1 (Nay: Council Member Comerford)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Bowen second the motion to adjourn the meeting. Motion passes unanimously, 6-0. Meeting adjourned at 7:24PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on July 21, 2020. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, July 21, 2020, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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

APPROVAL OF AGENDA

Council Member Kai moved and Council Member Ziegler second the motion to approve the agenda as presented. Motion passes, 6-0.

CALL TO THE PUBLIC

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

Sharon Foltz thanked the Mayor and Council for its support of the El Rio Preserve improvements. She suggested additional improvements be made along the shaded walking path as there are many advantages for the suggested improvements including environmental art, native landscaping and trees.

PROCLAMATIONS

P1 Proclamation recognizing The Marana Stake of The Church of Jesus Christ of Latter-day Saints (Curry Hale)

P2 Proclamation declaring August 2020 as "Drowning Impact Awareness Month" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Bowen reported on his vacation in South Dakota.

Mayor Honea reported that he has made and accepted many phone calls from residents as people are unhappy with Covid-19, unemployed, the fires on the mountain or other concerns expressed by citizens. In Marana, the Town and Council are trying to open as many businesses as possible including splash pads, pool and parks.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Jamsheed Mehta provided the below update to Council referring to the June Council Report. He reported the Town has issued for the month of June 111 single-family new residential permits, which is exceptionally high number. The Town has not seen those numbers in many years given the current state of affairs with the economy and the pandemic. The Town had projected 735 single-family residential permits be issued in FY2020 the Town exceeded that number by 120. That is roughly two (2) months of an average.

July is going very well at this time. As of this date, 61 single-family residential permits have been issued. However, last year July the Town had issued 83 single-family permits. This is just another indication that Marana is an attractive community for young families. He reported on the Adonis Road Extension Project stating the Town has selected the Construction Manager at Risk, and are actively proceeding forward with the project. Relating to the wild fires on both the Tortolita and Big Horn fires, the Tortolita is completely contained and has been for some time. However, the Big Horn fire is approximately 92% contained; it burned over 120,000 acres.

Regarding Governor Ducey's actions related to the spreading of Covid-19, in the press conference last week, there were three (3) essential themes. One of those themes addressed the school year; the second theme was testing, and third one is related to eviction protection. At present, we are awaiting updated guidelines from the

Governor's Office on how schools will proceed with reopening. There is flexibility with many of the school districts as they continue its process of determining how classes will be held for students. **Mr. Mehta** reported on the eviction moratorium in Arizona stating it would have expired on July 25; however, the Executive Order extends it to October 31, 2020. It pertains to all rental properties. Additionally, Governor Ducey reiterated his plans for expanded testing, with the goal being 35,000 tests per day by the end of this month, and 60,000 tests a day by the end of August.

Lastly, the TOM Kids Camp will end as of July 31, as the Parks & Recreation Department has ran this program for five months to assist Town employees with childcare assistance while at work.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2020-071: Relating to Development; approving a final plat for Gladden Farms Block 39, Lots 11 & 12, being a resubdivision of Lots 11 and 12 of the original Gladden Farms Blocks 35 and 39 plat, located on West Keuke Drive west of North Goldenview Lane (Steven E. Vasquez)

C2 Resolution No. 2020-072; Relating to Development; approving the Preliminary Plat for Twin Peaks and Lambert Lane, Lots 1-62 and Common Areas "A" through "C" located east of Twin Peaks Road, west of Blue Bonnet Road, and north of the Lambert Lane alignment (Brian D. Varney)

C3 Resolution No. 2020-073: Relating to Development; approving a release of assurances for all previously unreleased lots of Farm Field Five Amended Subdivision and accepting public improvements for maintenance (Keith Brann)

C4 Resolution No. 2020-074: Relating to Development; approving a preliminary plat for Gladden Farms Block 27 Lots 1-184, Common Areas A-1 - A-20 (Landscape, Utilities, Drainage and Grading) and common areas B-1 - B-6 (Recreation, Landscape, Utilities, Drainage and Grading) located at the southeast corner of Moore Rd. and Mike Etter Blvd. (Steven E. Vasquez)

C5 Resolution No. 2020-075: Relating to Development; approving a preliminary plat for Saguaro Bloom "7B", Lots 203-379 and Common Areas "A" (Drainage/Open Space) and "B" (Park) located at the northeast corner of Saguaro Peaks Boulevard and Garnet Range Loop (Steven E. Vasquez)

C6 Resolution No. 2020-076: Relating to Development; approving a release of assurances for Saguaro Bloom Block 1 Phase 1, consisting of Lots 1-163, and accepting public improvements for maintenance (Keith Brann)

C7 *Resolution No. 2020-079: Relating to Risk Management; authorizing the Town Attorney or designee to waive the attorney-client privilege on behalf of the Town of Marana for the purpose of audits performed by the Arizona Municipal Risk Retention Pool (AMRRP), the administrator for AMRRP, or their agents (Jane Fairall)* ***AMENDED JULY 16, 2020 @ 3:50 PM.***

C8 Approval of the Special Council Meeting Summary Minutes of June 23, 2020, the Vanderbilt Farms Community Facilities District Board Meeting Summary Minutes of June 23, 2020, and the Regular Council Meeting Summary Minutes of June 16, 2020 (Cherry L. Lawson)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2020.009: Relating to Development; approving a rezoning of approximately 10.74 acres of land located at the southwest corner of Aerie Drive and Thornydale Road from 'NC' - Neighborhood Commercial' to 'F - Specific Plan' for the purpose of creating the Alexander Specific Plan; and approving a minor amendment to the General Plan (Cynthia Ross)

[6:21 PM: Minutes] Mayor Honea open the meeting to receive public testimony on this item.

Senior Planner Cynthia Ross provided an overview of this item as provided stating this is an application to rezone approximately 10.74 acres of land from Neighborhood Commercial to Specific Plan and a minor General Plan Amendment to change the existing land use from C Commercial to MPA Master Plan Area for the purpose of creating the Alexander Specific Plan, a mixed-use master planned community.

The project consists of three (3) parcels located at the southwest corner of Aerie Drive and Thornydale Road. Aerie Drive bound the property to the north, Thornydale Road to the east, the Canada Del Oro Wash to the south and vacant land to the west. The zoning surrounding the project is Neighborhood Commercial to the north and east, Heavy Industry to the west and south.

The Alexander plan is envisioned to complement adjacent land uses by providing a mix of commercial and residential uses to an area predominantly occupied with similar uses. Commercial businesses that surround the site includes Target, Office Depot, and Lowes to the north; Culvers, the Golden Corral and Thornydale Self Storage to the

south across the CDO wash. Businesses located to the far southwest are Sportsman's Warehouse, Top Golf, and Home Depot. Peter Pipers, Bookman's, and Ace Hard ware are located to the east, across Thornydale Road. The Avilla Marana Casitas rental home community is located northwest of the site.

Both the 2010 General Plan and the 2040 General Plan identify this site as being in Marana's South Growth area. This area is largely built out and is envisioned to grow incrementally through infill development. The Alexander Specific Plan provides a framework for a mixed-use infill development that integrates higher density housing options, commercial and retail space, along with meaningful amenities.

The site design and project location in proximity to the CDO Wash provide opportunities for recreation and connections be-tween the proposed development and surrounding areas. Internal pedestrian connections to the CDO river park will be pro-vided for future residents via internal pedestrian access ways. A connector trail along the eastern boundary will be provided for users of the CDO River Park and Loop Trail. Recreational amenities for the multi-family complex include a pool, fitness center, courtyards, Ramada's, and a dog park.

The applicant has developed a number of scenarios that provide a visual of how the Alexander Plan might be configured. While conceptual at this time, it is anticipated that the western portion of the property will include a high-density, multi-family development, and the eastern portion of the site will be either commercial development or high-density residential units. The top two scenarios show how the buildings might be configured if the project developed as multi-family only. The bottom three scenarios show how the buildings might be configured if the project developed as both multi-family and commercial.

A maximum gross density of 44 dwelling units per acre is allowed for the multi-family buildings and a maximum gross density of 25 dwelling units per acre for compact, high density single family attached housing. Building height for multi-family and non-residential buildings will be limited to 55 feet and may be increased up to 85 feet with the issuance of a Conditional Use Permit.

Staff recommends adoption of Ordinance No. 2020.009, approving a rezoning creating the Alexander Specific Plan and minor amendment to the General Plan subject to the conditions set forth in the ordinance. **Ms. Ross** stated that she had received an email on behalf of the Target Corporation listing three (3) concerns related to the development.

Council Member Bowen inquired of the items that Target had mentioned to the Town, he believes a couple of those items merit serious consideration in order to absolve Target through an indemnification related to light and noise. He feels, as those items should be incorporated into the plan, as Target should not have to alter its operations. He also expressed concern over the traffic movement stating there is some merit to it as. He would like to see the traffic maintain at its current flow without unduly burdening

travelers on that road from Ina to Aerie Drive. The third issue related to wastewater, he asked whether it a private storm sewer that originates with the Target Store. He asked from what location does the storm water originates. **Ms. Ross** replied stating it originates from Target.

Linda Morales of the **Planning Center** representing **Sears Financial** who owns the property and the developer responded to **Council Member Bowen** questions related to the project. Relating to the first two questions stating that is an existing condition where there is a loading zone across from Aerie Drive. There is landscape and buffer, and therefore there is distance between Targets in that area. They do not want to create any issues for Target. However, she does not believe that is a condition that will be placed within the rezoning, or an appropriate condition to add within.

Between the landscape boarders and the setbacks that they have placed, they have already provided that setback within the physical design and scenarios. Related to the second item they have worked that out with the traffic staff in order to get a safe ingress egress from Aerie Drive unto Thornydale. They had strongly recommended that they do that. It was not a recommendation from the **Planning Center.** She does not see an issue for Target as they agree that customers are being created in that area. She commented on the cut-through of parking as well as not having to inconvenience residents or customers in that area.

Council Member Bowen commented on the project stating he agree in part, as most commuters do not make a left onto Thornydale Road, which would be a northbound because it would be too difficult. He agrees with **Ms. Morales.**

Ms. Morales commented on the storm drain stating in 1992 when their client developed Target, they granted Target that easement in order to direct its storm water there. She described the location of the drainage basin, and how it flows into the CDL wash. There is a covenant. Part of that covenant requires them to maintain that through the site. At this time, that has not occurred. Last summer, their client contacted that corporation to complain about the upkeep of that area, as it is in disrepair. She has not received any calls or communications from them at this time. They had neighborhood meetings, and sent communication out to alert the public of the project who lives within 1,000 of the site. There was no comment received from the public or businesses in that area.

Mayor Honea commented stating the drainage originating from Target property, goes through **Ms. Morales'** client property. **Ms. Morales** stated it does. **Mayor Honea** replied asking whether the Target Corporation storm drainage could drain on **Ms. Morales'** client property as long as it is maintain. **Ms. Morales** stated that is correct, that Target is asking to get out of that requirement of having to maintain the storm drainage. She does not believe that is a fair request. When they begin to construct the project, they would ensure that the project continues to allow Target's drainage to come through, as well as the drainage system that they will create.

Council Member Bowen stated he agrees with **Ms. Morales** that the Target Corporation should not be released from that contract. **Council Member Bowen** inquired of the noise and lighting in reference to the indemnification. From his understanding, **Ms. Morales** does not believe this would be an issue. He asked whether **Ms. Morales** feels that she should address the issue at this time. If Target is asking for this, it seems as though it is a reasonable request. He asked when it would be addressed.

Town Attorney Frank Cassidy replied stating in most states there is a concept called, *Coming to the Nuisance.* The Alexander Development to the extent there is a nuisance now to Target, that corporation would *come to the nuisance.* He provided an overview of how *Coming to the Nuisance* is defined as, a person who *comes to the nuisance* and later complains about the nuisance is not likely to receive any relief from the courts. He referred to a case in Arizona that had an exception to that. The general rule is you cannot keep people from complaining, because they will do just that. However, they will not have a legal remedy for it. Without having a legal remedy, he is not sure of the need to have an indemnity, but it is on the record that there is some concern about it and the uncertainty of requiring as there are schools and churches in that area given the Target Corporation that is there.

Ms. Morales added the Town has a light and noise ordinance in place that would prohibit them from having a lot of lights and noise after hours of 10 p.m. They love the site, as it is the urban site in Marana. They are looking forward to creating an urban within the town vibe in this area. This is a great opportunity for this area of Town.

Council Member Ziegler expressed concern over the indemnification, that she is not buying the *coming to the nuisance*. She referenced the airport at Davis Monthan stating the airport had been there for a number of years before housing developments were built in that area. She asked whether communication would be sent to Target relating to this project, as the Town would likely receive complaints. She hopes there is a plan to mitigate the complaints, as they would likely come forward. She does agree that indemnification should not be in the plan.

Ms. Morales replied stating they received the email communications from Target today at 4:15 PM. They have not communicated with Target as of yet, as they did not contact they, but rather contacted **Ms. Ross.**

Council Member Ziegler commented on the 'something different' that **Ms. Morales** stated would be built in that area. She stated that some people are moving to Oro Valley, as Marana does not have condominiums and townhouses. Today, more people are downsizing on the size of their homes, Marana needs something different from just more single-family homes. There is not a sense of flexibility in housing in the Town of Marana. She thinks the area would greatly benefit from having flexible housing in that area, and she stated she does support the project.

Ms. Morales stated they did not have an opportunity to make a full presentation to Council on this project. However, provided an overview of the project stating they are excited to bring it forward to Marana.

Council Member Comerford expressed her excitement for the project, as there is a need in the Marana community for this type of housing. It is offering young professionals a resort style housing development whereby it is a walkable community.

[6:42 PM: Minutes] Mayor Honea closed the meeting to receive public testimony on this item.

Council Member Comerford moved and Council Member Bowen second the motion approving Ordinance No. 2020.009 approving a rezoning of approximately 10.74 acres of land located at the southwest corner of Aerie Drive and Thornydale Road from 'NC' - Neighborhood Commercial' to 'F - Specific Plan' for the purpose of creating the Alexander Specific Plan; and approving a minor amendment to the General Plan. Motion passes, 6-0.

A2 Resolution No. 2020-077: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2020-2021 (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a brief overview of the resolution adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2020-2021. Below is an overview of the presentation. *(A copy of the presentation is available for review in the Town Clerk's Office.)*

PSPRS Funding Policy Update

- Net Unfunded Liability: *Slide available on file for review.*
- FY2021 Employer Contribution Rates* *Slide available on file for review.*
- Funding Objectives Topics
    - Maintain Stability
        - Contribute 100% of ARC
    - Define Funded Target Ratio
        - Actuarial report funded target ratio is at 100%
    - How and when funding requirement will be met
        - Determined based on Funded ratio determination
        - Determined on decision to contribute additional funding over ARC
        - Determined based on accuracy of actuarial report assumptions

- Staff Recommendation
    - Accept actuarial report's funded target ratio and date (100% by 2036)
    - Always contribute 100% of ARC from operating revenues

- Authorize Town Manager to propose additional measures as part of the annual budget process based on projected financial conditions and Town operational needs
  - Prepayment of annual employer PSPRS contributions
  - Additional payment above the ARC

- Discussion
  - PRPRS Funding Policy: ARS 38-863.01
  - Beginning on or before July 1, 2019, and on an annual basis required to:
    - Adopt a pension funding policy for the system for employees who were hired before July 1, 2017
    - Formally accept the employee's share of the assets and liabilities under the system based on the system's actuarial valuation report
    - Post the pension funding policy on the Town's website
  - Policy should include funding objectives that address:
    - How to maintain stability of the Town's contributions to the system
    - How and when the Town's funding requirement of the system will be met
    - Defining the Town's funded ratio target under the system and the timeline for reaching the targeted funded ratio
- Definitions
  - Funded Ratio: Ratio of Plan assets to actuarial accrued liability

  - Annual Required Contribution (ARC): Amount to pay into pension fund determined through annual actuarial valuations. Comprised of:
    - Current year estimated cost of pension benefits earned by employees
    - Amortization of UAAL – cost needed to cover unfunded portion of pensions earned by employees in previous years.

  - Unfunded Actuarial Accrued Liability (UAAL): Trust Assess less Estimated Future Cost of pension earned by employees
  - UAAL can vary due to differences in assumptions:
    - Interest earnings
    - Disability rates
    - Payroll projections
    - Member Morality
    - ARC Contributions (100% or other)

- Plan Covered Under ARS
  - Police Employees hired before July 1, 2017
    - PSPRS (Police) – Tier 1 & Tier 2 Pension

  - Not Covered:
    - PSPRS (Police) – Tier 1 & Tier 2 Health
    - PSPRS (Police) – Tier 3 Pension & Health

- Key Statistics *(Slide is on file in the Town Clerk's Office)*

Council Member Bowen commented asking about the prepayment at the beginning of the year, that the Town be credited at 6.7%. **Mr. Kalaitzidis** replied stating he is unsure exactly what the Town is receiving as a credit. The 6.7% is the smooth actuarial rate of return in the 2009 actuarial report. **Council Member Bowen** asked over what time. **Mr. Kalaitzidis** replied stating seven (7) years for the smooth rate to calculate. If they look at just that years market rate, they stated that its market rate was at 5.4%. **Council Member Bowen** stated they are using the 6.7% over seven (7) years as its assumption. **Mr. Kalaitzidis** stated the 6.7% was the actual smooth rate of return. The assumption is actually 7.3% for the rate of return. **Council Member Bowen** stated 7.3% for seven years. **Mr. Kalaitzidis** stated the rate was lowered from 7.4% to 7.3%.

Council Member Bowen asked why the 2036. **Mr. Kalaitzidis** stated there is an assumption as to the number of months that you can amortize. Once you select the amortization period, which cannot exceed 30 years. If you select that period, you can only change it once. At some point in the past when calculations and amortization studies started, that was the date of 2036—at some point, you have to get to 100% of your liabilities. **Council Member Bowen** ask **Mr. Kalaitzidis** to repeat the assumption. **Mr. Kalaitzidis** stated the assumption is 7.3% in the actuarial report. **Council Member Bowen** asked whether he could receive some of the underlying assumptions, as he would like to review those. **Mr. Kalaitzidis** stated he would make the report available.

Mayor Honea commented stating the Public Safety Retirement Pension Fund has billions of dollars in it. The money the Town puts in it, is credited to Marana. What was said to entities is since everyone is receiving such a poultry amount of money from what is in the bank, the Town could draw 6.7% earlier on those funds for the year, versus 1.7%.

Council Member Ziegler asked **Mr. Kalaitzidis** if the Town were to pay an additional $100,000 per year, the rate would be decreased by 1.3% every year. **Mr. Kalaitzidis** replied stating it was $100,000.13, but a million would be $1.3M.

Council Member Bowen moved and Vice Mayor Post second the motion approving Resolution No. 2020-077 adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2020-2021. Motion Passes, 6-0.

A3 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2020-2021 final budget (Yiannis Kalaitzidis)

[7:01 PM: Minutes] Mayor Honea open the meeting to receive public testimony on this item, and stated most cities and towns are having a special meeting to adopt its budget. **Mr. Kalaitzidis** will present the budget, and the meeting will continue. Council will hold a special session meeting following this meeting to adopt the budget.

Mr. Kalaitzidis provided a PowerPoint presentation overview of the Town of Marana fiscal year 2020-2021 final budget. Below is an overview of the presentation. *(A copy of the presentation is available for review in the Town Clerk's Office.)*

Budget Briefing: FY2021 Budget Timeline

- January – Presented preliminary revenue outlook for FY2021 and solicited Council and public feedback
- March – Presented initial 5 year Capital Improvement Plan for consideration and feedback
- May – Presented update to revenue outlook for FY2021
- May – Presented Manager's recommended operating budget for consideration and additional feedback and revised 5-year Capital Improvement Plan
- June – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- July – Adoption of Final Budget for Fiscal Year 2020-2021

Budget Briefing: FY2021 Final Budget

- Slide available on file in the Town Clerk's Office

Budget Briefing: FY2021 Budget Summary

- Where the Money Comes From: $108.3M
    - Sales Tax, $31.5M; 29%
    - Intergovernmental, $30.4M; 28%
    - Licenses, Permits & Fees, $11.2M; 10%
    - Charges for Services, $8.4M; 8%
    - Other, $11.4M; 11%
    - Bonds/Loans, $15.4M, 14%
- Expenditure by Category: $149.3M
    - Operating, $81.9M; 55%
    - Capital Outlay, $55.0M; 37%
    - Debt Service, $12.4M; 8%

Budget Briefing: FY2021 Final Budget Changes

- Reallocation of $28,100 of expenditure appropriation from dissolved Vanderbilt CFD to restricted account in the General Fund.
- Reallocation of $477,000 for prior year project carry over
    - For the Pines Stabilization Project - ST079
        - $377,800 in the General Fund and
        - $99,200 in the HURF Fund.
    - From Transportation Fund projects:
        - Barnett Channel Tangerine Farms Conarch – ST072 [$450,000]
        - Continental Ranch Blk 29-36-38, 40 – ST077 [$27,000]

Mayor Honea inquired of the relationship of this to the reserve fund, which is $8M less than last year is it to support the reserve fund for this year. **Mr. Kalaitzidis** replied

stating yes, it is. **Mayor Honea** stated those funds would not be spent without Council's action. **Mr. Kalaitzidis** stated none of the $10.6M would be spent without Council's action. If Council chose to spend any of those dollars, the Town's Fund Balance would increase by $2.6M instead of reduced by $8M.

Budget Briefing: Summary

- Established the overall expenditure limitation for FY2021 at $149.3 million
- Budget reflects the careful allocation of available resources
- Maintains services to residents
- Invests in key areas
- Provides flexibility

Council Member Bowen asked for the percentage of the budget that is related to salaries. **Mr. Kalaitzidis** replied stating he does not have that information at hand, but would gladly provide it to Council.

Council Member Bowen inquired of the Vanderbilt CFD $28,000 that has been moved to the General Fund, Restricted Account. He asked what type of obligations or limitation are attached to this fund. **Mr. Kalaitzidis** stated that those funds would not be touch or spent unless approved by the Town Manager.

Vice Mayor Post commented stating **Mr. Kalaitzidis** continues to speak about the $5M; he though the Town had those funds that came through the Governor's Office. **Mr. Kalaitzidis** replied stating the $5M the Town budgeted as additional budget capacity in the Special Revenue Funds—the Town has the $5.6M. On top of that $5.6M, the Town added $5M in the event the federal government provides additional money to cities and towns. **Vice Mayor Post** stated as **Mr. Kalaitzidis** speaks of the contingency funds only $2M is the amount the Town actually has or will receive; that $8M will come from the Reserve Fund if the Town choses to spend those funds. **Mr. Kalaitzidis** replied stating if none of the $10.6M is spent, none of those dollars will come from the Reserve Fund. However, if Council chose to spend more than $2.6M, then yes the Town would be digging into the Reserve Fund.

Vice Mayor Post stated of that $10M if the Town spent more than $2.6M, it would come from the Reserve Fund. **Mr. Kalaitzidis** stated that comment is correct. **Vice Mayor Post** stated the Town could spend up to $2.6M, and have a balance of inflow outflow budget. **Mr. Kalaitzidis** stated that is correct. With the assumption that the Town receives 100% of the budgeted revenues and spend 100% of expenses. **Vice Mayor Post** stated the Town would generate more revenues than we are able due to the contingency funds that the Town is able to spend. That is, put the funds into the budget and not take it from the reserves. **Mr. Kalaitzidis** stated that is a correct statement.

[7:16 PM: Minutes] Mayor Honea closed the meeting to public testimony.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Mr. Mehta provided the following update to the Council on legislative and government actions.

FEDERAL

- There is a fourth stimulus package is being worked on, and Congress must pass something by the end of this month if they want to pass anything. If funding is coming to cities and towns of Marana size, then that is what the Town is preparing for. However, if it is more than $5M then those funds will be deposited into savings account of Fund Balance. At least the identifying authority is identified.

STATE

- The Legislature is still in recess, and there has been no announcement of any date for a Special Session.
- If there were a Special Session, it would most likely occur AFTER the August 4 Primary, if at all.

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).

Vice Mayor Post stated he has a future agenda item for consideration. During this meeting, Council and the Town spoke of the $10.6M, $5.6M the Town has received from the Governor's Office, and another potential $5M. Other communities are using some of its money to assist some of the businesses in town. Perhaps the Council could entertain some ideas to assist some of our business in the Marana community as well. **Mayor Honea** stated he agrees.

Mr. Cassidy asked for a point of clarification on **Mayor Honea's** remark to agree with **Vice Mayor Post. Mayor Honea** stated he thinks the Town can place an item on the agenda in August. He mentioned other communities that have begun to assist its businesses, and stating the Town has already provide the Chambers with $15,000 towards it operations. That maybe the Town can use the Chambers to assist in identifying those businesses that the Town can assist.

Vice Mayor Post stated for example many businesses have had to purchase PPE equipment and supplies and those types of things are extremely expenses. They did not have those added cost.

Council Member Ziegler added she agrees to a point. However, the Town Council need to be mindful that Town employees did not receive a pay increase this year, and had to cut department budgets due to Covid-19. Marana does not always have to follow Oro Valley and Sahuarita. Additionally, the places the Council is considering funds to that they did not receive funding from the government. She would like to see a list of those who received and those who did not receive assistance from the government.

Mayor Honea stated he agrees with **Council Member Ziegler's** comments stating that would be part of the discussion.

ADJOURNMENT

Mayor Honea ask for a motion to adjourn the meeting.

Council Member Kai moved and Vice Mayor Post second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 7:31PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on July 21, 2020. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
STUDY SESSION
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, July 14 2020 at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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

APPROVAL OF AGENDA

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

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Development; Discussion and feedback concerning the possible annexation of a portion of the La Puerta del Norte county island adjacent to Continental

Ranch and potential terms of a pre-annexation development agreement with KB Home for the proposed development of the annexation area (Jason Angell)

Development Service Director Jason Angell, Water Director Scott Schladweiler and Town Attorney Frank Cassidy provided a PowerPoint overview of this item. Below is an overview of the presentation. **Mr. Angell** stated that **Breana Raider, Representative for KB Home**s is attending the Study Session virtually, and is available to answer questions posed by the Council, as well as wished to comment on the proposed annexation.

KB Home Possible Annexation and PADA: Mr. Angell presented

1. Annexation Breakdown
    - 50.99 acres – currently owned by MUSD
    - North parcels total 10.99 acres
        - 2.24 acres already located in Marana
        - 8.75 acres in unincorporated Pima County

Council Member Ziegler asked whether the Town is suggesting bringing everything (all of the acreage, not just the 40 acres) into the proposed project. **Mr. Angell** replied stating the Town would like to have this discussion with Council during this meeting. This would provide Council the opportunity to determine whether there is an interest in having that north parcel included in the annexation. If Council have an interest in having the north parcels, the Town will proceed to include those acres. However, if there were not an interest by the Council to include that 8.75 acres piece as part of the annexation, then the Town would not include that portion. **Council Member Ziegler** stated the 8.75 is the grade above Coachline. **Mr. Angell** affirmed. **Council Member Ziegler** asked about the 2.2 acres. **Mr. Angell** replied stating that is already in Marana. **Council Member Ziegler** asked **Mr. Angell** to confirm the exact location of the parcels. **Mr. Angell** confirmed the locations.

2. Zoning
    - Parcel C
        - County zoning – TH (Trailer home-site). Allows trailer parks with a minimum lot size of 18,000 SF with 2,000 SF per trailer.
        - Applicant request – detached residential with a minimum lot size of 4,400 SF.
        - Recommended zoning – R-3.5 residential with a minimum lot size of 4,400 SF.
    - Parcel A
        - County zoning – GR-1 (Rural residential). Minimum lot size of 36,000 SF.
        - Applicant request – staff anticipates the applicant would request rezoning based upon surrounding densities.

    - Recommended zoning – R-6 residential
- Parcel B
    - Current zoning – F (Specific Plan)
    - Recommended zoning – existing or R-6

3. Conceptual Plan – South Parcels
    - 40 acre site
    - 9.49 acres = Cultural Preservation
    - Average lot size =110' x 40'
    - Minimum lot area = 4,400 SF
    - RAC = 163 lots/40 acres = 4.075
    - Open space
        - Current code requires 185 SF per unit. 163 x 185 = 30,155 SF or 0.69 acres
        - 13.1 acres (570,520 SF) includes Cultural Preservation area
        - 3.6 acres (157,069 SF) excludes Cultural preservation area

4. Transportation Improvement and Cultural Preservation
    - Linda Vista Blvd
        - Reconstruct to two-lane road with curb and sidewalk on one side.
    - Cultural Preservation = 9.49 acres
        - Preservation Options
            - Home Owners Association
            - Third Party (i.e. Archaeological Conservancy)
            - Pima County – join with the Los Morteros Conservation Area

5. Water System: **Mr. Schladweiler** presented.
    - *Copy of the map is available for viewing on the Town website or in the Town Clerk's Office upon request.*

Mr. Schladweiler provided an overview of the map stating the Airline/Lambert Water Treatment system is located on the east side of the subject property. The south portion of the property as discussed by **Mr. Angell** is within the Marana service area. It is shown on the adopted Marana Service Area Map. In the north, area is Coachline that is serviced by the Tucson Water Service area. The South Parcels are located in Marana Water's existing Airline/Lambert Service Area, whose water infrastructure is insufficient to provide required fire flow for KB Home's proposed subdivision. However, the preferred option for connecting the system is to connect to Marana's infrastructure. There would be some infrastructure improvements required including an 80,000-gallon storage tank onsite.

He continued describing the area of La Puerta Production site stating at this site there is an existing well, booster station, and a small tank, which has approximately 15,000

gallons of usable storage capacity. However, in order to meet the fire flow requirements, Marana would need to increase storage capacity on that site. The 80,000-gallon tank would not fit on that site, as the Town would need to expand the site. We would be looking at property dedicated to the town for that purpose. **Mr. Schladweiler** explained that when the Town begin to review this project as initially conceived and having conversations with KB, the Town was not exactly sure what would be needed. The $1.5M cost estimate that is in the council packet was a general estimate. Since that time, Town staff has been able to begin looking at actual infrastructure cost, and what the Town has available. The cost will be considerably less than the initial cost estimate. The $750,000 referenced in the council packet is a very conservative estimate, and he will have later this week the actual cost.

The second option that the Town explored to service this property when the initial estimate was $1.5M was the Wheeling IGA with Tucson Water. This is something that the Town is negotiating on another property that does not have immediate access to the Town's infrastructure. Council has not seen this yet; however, Town staff will bring this forward once negotiations are complete. It has a lower connection cost for the application, but would have long-term cost for the Town that it would have to deal with.

Mayor Honea asked whether the Town has an adequate line from Saguaro Bloom to fill this tank. **Mr. Schladweiler** replied explaining the one that line that runs and over the Tucson Mountains is eight (8) inches, and runs along Lambert and Old Silverbell, then crosses Los Montero's area and drops down onto a six (6) inch. The Town does now, and into the future operate this system is to fill that tank, operate out of it and boost to that system. The Town cannot operate without a boost to that system, and the booster without a fire flow, as a well will be turned off in the fall once the Water Treatment Campus becomes operational.

Mayor Honea asked whether the 80,000-gallon tank along with the water pumped into would meet the one-hour fire flow compression. **Mr. Schladweiler** replied stating 1,000 gpm per hour, as that one-hour storage is where the Town has an issue with storage capacity onsite.

6. Annexation Process: **Mr. Cassidy** presented.
    - Get Council okay to proceed – this meeting
    - Record blank petition (20 to 30 days before public hearing)—sometime between July 20 & 28, if we have the annexation map & legal description
    - Hold public hearing—August 18, if blank petition was recorded per #2
    - Obtain annexation signatures; record signed petition—31 to 395 days after #2 [Possible complication: Is there any taxable property in the annexation area?]
    - Present annexation ordinance (including translational zoning) to Council for consideration/possible action—first available Council meeting after #4

- Annexation ordinance becomes effective—31st day after #5, if no lawsuit or referendum challenging the annexation ordinance

Mr. Cassidy provided an overview explaining the state's requirements for filing a blank annexation petition to initiate the process. However, the Town has a policy to inform the Council in a meeting such as this one prior to moving forward with initiating the annexation petition in order to allow Council to direct Town staff accordingly. Staff is seeking direction from Council to move forward with the annexation process for either both sides of Coachline or just the south side. If Council directs Town staff to move forward, the Town would move forward with recording the blank petition. The way state law reads is that between 20 to 30 days after the blank petition is recorded a public hearing would be held. Presumably, the public hearing would occur on August 18, as that is our next scheduled Council Meeting.

He is not sure whether **Mr. Angell** mentioned this aspect; however, the materials do point out that this is a complicated three-party deal. One of the parties is Gladden Farms Development LLC, the developer of Gladden II where there is a school site. They have given the KB Homes a deadline for a no-go decision; he believes it is before the end of the year. As a practical matter, KB Homes needs to make a decision by or before October. They are anxious for a decision; that if the Town will annex, Marana would move forward in its process.

Mr. Cassidy continued stating the Council could move forward with holding the public hearing on August 18, as nothing will happen except signaling the beginning period for collection of signatures—collected anytime between 30 and 395 days after the recording of the blank petition. In this case, the Town thinks it would be sufficient to obtain MUSD's signature the Town owns property in that area. Those properties that have a tax value according to the assessor. Though none of us pays taxes, as we are exempt, this is an interesting twist on this annexation. The Town does not think anyone pays taxes in the annexation area; however, with the property owners' signatures, the Town would be able to move forward. Once the Town has received a sufficient number of signatures, Town staff can bring forward an ordinance to the Council for actual adoption. The normal way the Town handles this is to include the translation zoning from the county zoning to the town zoning within that annexation ordinance.

However, by state law, the Town can hold off up to nine (9) months. We would carryover the county zoning for nine months. The Town would normally include this within the annexation ordinance. Thirty-one days after the adoption of the ordinance, the annexation becomes effective; that is unless a referendum or a challenge is made against the annexation.

Council Member Ziegler stated members of the community as well as some of the Council were taken by surprised over this item. She is aware that Council and the Town

has had previous discussions about this area in years past. However, expressed concern that the item appeared quickly on the Council's agenda. She understand there may be a push by MUSD and KB and Gladden, but does not understand how that became the Town's problem. She expressed her disappointment in having this item brought before Council with a timeframe that determined by KB. Although she likes the project, she would have appreciated if it came at the end of the year or sometime next year. She feels as though this project is being pushed on the Town.

Council Member Comerford asked when the project was brought to the Town for its consideration. **Mr. Angell** replied stating the concept of the project was submitted approximately 45 days ago.

Council Member Comerford stated she agrees 100% with **Council Member Ziegler,** and continued expressing concern for the lack of communication with the Council on important projects. There are many unanswered questions.

7. Next Steps: **Mr. Angell** presented.
    - Council direction/feedback on whether and to what extent the Town should:
        - Proceed with the proposed annexation
        - Begin negotiations with KB Home on a pre-annexation development agreement

Mr. Angell explained the purpose of the discussion before Council is to receive feedback and direction from Council. If Council feels it is appropriate to proceed with all of the property in question of the application, or part of the annexation area, then Town staff would begin the annexation process as presented by **Mr. Cassidy** to begin negotiations with KB on a pre-annexation development agreement. Staff will then follow the appropriate steps outlined to bring it before Council for discussion and public hearing before adoption. He reminded Council that **KB Homes Representative Breana Raider** is attending via Zoom and would like the opportunity to address the Council on this project.

Mayor Honea opened this item for public comments. The following individuals submitted comments to the Town Clerk's Office, commented via Zoom, or provided comments on this item in person.

- **Thomas Howlin, President of Sunflower HOA** expressed concern for the annexation, not having sufficient notification, the need for additional archeological studies, and asked Council to delay taking actions on the item for up to 90 days.
- **William Ohl** commented on the unhappy neighbors of the Los Morteros community over the annexation of the project area.

- **Michelle Adams** expressed concern over the annexation of the KB Home Project stating residents in that area does not want or need any additional housing in the Continental Ranch area.
- **Brian Jones** expressed his support for the comments submitted by the Tortolita Alliance regarding the proposed KB Home Project.
- **Karen Kansfield** expressed concern for preserving open spaces in KB Home Project area as well as supporting the comments by the Tortolita Alliance on Items D1 (KB Homes), and D3 (Parks and Recreation Budget Transfers).
- **Janice Prezzato** expressed concern on the proposed KB Home Project, and support the letters submitted to Council from the Tortolita Alliance. The project endangers the sensitive El Rio Preserve area, as well as commenting on the reallocation of funds from the trail improvement plan.
- **James Meyer and Joy White**, representatives of the La Puerta Del Norte Mobile Home Park expressed concern for the KB Home Project stating they do not feel it has been appropriately and archeologically researched.
- **Carolyn Campbell for the Coalition for Sonoran Desert Protection** expressed opposition for the KB Home Project.
- **Mark Johnson, Tortolita Alliance** expressed opposition to the KB Home Project.
- **Barbara Rose** expressed concern over the KB Home Project in the Los Morteros and El Rio Preserve area. She asked Council to refrain from developing adjacent to these areas.
- **Tom Hannagan** read a comment submitted on behalf of Barbara Rose

Mayor Honea closed the item to public comment. He stated he had an opportunity to speak with **Amy McReynolds** today, and she reported that KB Homes would only build single story homes on the property. He is aware many residents have expressed concerns about the views from their homes.

Vice Mayor Post stated the Town has a long process ahead with the annexation, and the eventual rezoning of this property. He wants to state for the record that he is in favor of this project. He believes this is an important trade for the school district. It allows the Town to have a large parcel in Gladden II, and it will have a K-8 school built on that parcel of which the Town sorely needs. Marana is breaking records with home sale on the farmlands and the Town will be in need of an addition school before long.

He continued stating this is very important for the school to be able to make this trade especially in these days of not being able to fund the purchase of land that they need outright. Doing this swap is very important to the school district. The Marana community would have to pay for a parcel in Gladden II, which would be very expensive. However, this is the only choice that the district has to come to the Town for bond money to purchase that property. He is in favor of this project, and recognize that there are challenges before us, but feels this is a very important step for our community.

This is especially so as there has been a push to prevent development in the Tortolita fan. He is not opposed to it. If we are going to push more development to the farmlands, then the Town will definitely need additional school sites.

Council Member Kai voiced his support for **Vice Mayor Post** comments, as it is important to provide the Town with the opportunity to have additional schools in the Marana area. However, shares **Council Members Ziegler** and **Comerford's** concerns, as well as Sunflower concerns that this project is moving too fast. He would like the pace to slow down so to allow the opportunity to have many of the questions answered, then move forward. He would support the project, but would be comfortable if a few of the questions were answered first before moving forward.

Council Member Ziegler offered a motion to continue this item to allow some of the questions to be addressed, and not shoved onto Council.

Mayor Honea stated he supports **Vice Mayor Post** stating this is an important project. The land belongs to the school district. Should the school district wish to build a school like the one built in Gladden will likely be a three-story tall building. The school district owns the land, and cities or towns do not control zoning in the State of Arizona, it is controlled by the school district. Therefore, they do not need the Town's permission. It is an opportunity to build a school like the K-8 built in Dove Mountain or the K-8 in Twin Peaks in Continental Ranch. He continued stating these are becoming the new things in our school areas, as we cannot afford to build a new high school or middle school as the Town needs both.

Council Member Ziegler moved and Council Member Kai second motion to continue this item for 30 to 60 days to allow some of the questions to be addressed and brought back to Council in a Study Session Meeting to review the archeological study, receive comments from the neighbors in the community.

Mayor Honea asked whether **Council Member Ziegler** wished to provide a date certain for staff to return to Council. **Council Member Ziegler** stated she would leave to Town staff to determine based upon when the information is received. **Council Member Comerford** asked if she could suggest setting the date when this item is only on the agenda to be discussed.

Council Member Kai requested the question by called. **Mayor Honea** called the question. He then, requested a roll call vote of the Council. **Town Clerk Cherry Lawson** called the roll of the Council.

Ayes: **Council Members Ziegler, Comerford, and Kai**
Nays: **Mayor Honea, Vice Mayor Post, Council Members Bowen and Officer**

Motion fail: 3 ayes, 4 nays.

Vice Mayor Post moved and Mayor Honea second the motion that the Town continue to consider this annexation with the customary due diligence the Town always provide as the Town anticipates including the annexation, rezoning, development agreement as the Town continues this development.

Mayor Honea requested a roll call vote of the Town Council. **Ms. Lawson** called the roll.

Ayes: **Mayor Honea, Vice Mayor Post, Council Members Bowen and Officer**
Nays: **Council Members Ziegler, Comerford, and Kai**

D2 Relating to Development; Discussion and direction concerning a proposed new private low-volume subdivision road standard (Keith Brann)

Town Engineer Keith Brann provided a PowerPoint Presentation overview of this item as provided below. *(A copy of the presentation is on file in the Town Clerk's Office for review).*

[7:16 PM: Minutes] Council Member Comerford departed the meeting.

Street Standards Update

- Street infrastructure is a requirement to subdivide land. The Town has had standards and/or guidelines for street design since 1990.
- An update to the street standards and new standard detail is being sought for large lot rural developments.

Relevant Regulations

- ARS 9-463.02 "Subdivision" means…, or *if a new street is involved, any such property, which is divided into two or more, lots, tracts or parcels of land*, or…
- ARS 9-463.01U For any subdivision that consists of ten or fewer lots, tracts, or parcels, each of which is of a size as prescribed by the legislative body, the legislative body of each municipality may …waive *or reduce infrastructure standards or requirements proportional to the impact of the subdivision. Requirements for dust-controlled access and drainage improvements shall not be waived*.
- Marana Ord 2006.09 follows state law in creating a simplified process and infrastructure requirements for subdivisions of 10 lots or fewer

Current Subdivision Street Standards
<u>Standard detail 100-1</u>

- Normal subdivision street
- May also include curbway

- May be public or private
- 3″ Asphalt over 4″ Aggregate base

Standard detail 100-6
- Subdivisions with 10 lots or fewer
- Minimum lot size 36,000sf
- May be public or private
- 3″ Asphalt over 4″ Aggregate base

Proposed Ranchette standard
- Rural lifestyle
- Private Use Only
- 4″ Aggregate or 6″ Soil Cement
- Maintains minimum Fire Code Requirements
- Increased dust
- Increased maintenance

Proposed Ranchette requirements
Applicability
- Private street
- Subdivisions of Ten or fewer lots
- Minimum lot size of 144,000sf
- Ten lots maximum
- Maximum anticipated ADT of 100
- Dead end street

Future Requirements
- Dust Control/Air Quality
- Upgrade to higher standard

Next Steps
- Incorporate Council direction
- Solicit stakeholder feedback
- Return to Council for Adoption

D3 Relating to Parks & Recreation; Discussion and direction concerning a possible amendment to the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by revising the projects to accommodate additional funding for Town of Marana Project No. PK023, Santa Cruz River Shared Use Path at CalPortland (Jim Conroy)

DRAFT

Parks and Recreation Director Jim Conroy provided an overview of this item stating this is a follow-up to the CIP presented in March. He shared a recommendation to reallocate funding in order to make the Cal-Portland Project whole. This project is extending the loop trail where it terminates at Avra Valley Road to extending it to the segment path, north of Cal-Portland Cement path. This is a significant regional trail connection connecting north Marana of over 100 miles of loop trail system. At this time, the Town is reviewing the 90% construction documents of this project. The project has progressed well, and there has been great participation from those involved. **Town Attorney Frank Cassidy** has a scheduled meeting with Cal-Portland Legal and its Risk Management staff next week, July 23. This will be a meeting to review security concerns and the design. The Town is on schedule with this project. If the project continues to progress, the Town is anticipating the project completion for summer 2021. To make the Cal-Portland Project whole, Town staff is recommending $1.05M be shifted from the North Marana Sports Field line item, the Gladden Farms Community Soccer Field. That project would have $2.3M will remain committed for that project that is consistent with the current cost estimated for that park improvement.

He continued stating the Gladden Farms Community Soccer Field is on schedule as the Town has worked very closely with the developer on that project. It is schedule to go out to bid in the fall, with completion in summer 2021. **Mr. Conroy** stated the other project Town staff is recommending shifting funds to make Cal-Portland whole is the Tortolita Trail Extension; shifting $450,000 from that line item, as those trail improvements have been completed. These two projects total $1.5M bringing Cal-Portland budget to $3M.

He stated the Town is conservative in this project with $412,000 identified as contingency, due to the security issues that Cal-Portland has identified. He is aware of the communication Council has received from the public regarding this project. Parks is in the process of working on the Town's 10 year Parks & Recreation Master Plan. They are now beginning to work on the element of the Plan that focuses on mountain parks and preserves. Over the next month, he and the Parks Department will reach out to specific stakeholders including the Tortolita Alliance, and listen to their ideas for the preserves and mountain parks. Whatever is accomplished in the preserves will be made part of a comprehensive planning process whereby the Town will consider all of the elements that need to be factored in. That will also factor into this the lease the Town has with the Arizona State Lands Department.

If Council supports the identified projects for the funding shift, Town staff will proceed with taking the Parks IIP Amendment through the formal amendment process.

Mayor Honea opened the meeting to receive public comments on this item. The below individuals either submitted comments prior to the meeting or spoke in person.

- **Karen Kansfield** expressed concern for preserving open spaces in KB Home Project area as well as supporting the comments by the Tortolita Alliance on Items D1 (KB Homes), and D3 (Parks and Recreation Budget Transfers).
- **David Bowerman** expressed concern over the Parks and Recreation Department reallocating funds away from the Tortolita Preserve area.
- **Brad D'Emidio** expressed his support for letters submitted to Council by the Tortolita Alliance.
- **Amy & Steven Frieman** expressed their support for the Tortolita Alliance as it pertains to the protection of parks and open spaces.
- **Mark Johnson, Tortolita Alliance** commented on the need to fund the Tortolita Preserve area, and commented on the reallocation of funds from Parks.
- **Nan Pratt** spoke in support of the Tortolita Alliance efforts to preserve the Tortolita and Dove Mountain area open spaces.
- **John Rush** expressed his support for the Tortolita Alliance and for redirecting the funds to support the Tortolita Preserves.

Council Member Officer moved and Council Member Ziegler second the motion to continue shifting the funds complete the projects the Town has planned and stick within the budget scope. Motion passes, 6-0.

D4 Relating to Utilities; Discussion and direction regarding a draft amendment to Town Code Title 14 (Utilities), to add a new Chapter 14-11 concerning non-potable water service within Cortaro-Marana Irrigation District's service area (Scott Schladweiler)

Water Director Scott Schladweiler provided a PowerPoint presentation overview on this item. Below is an overview of the presentation. *(A copy is available in the Town Clerk's Office for review).*

Background and Purpose

- 2013 IGA transferred North Marana non-potable system to CMID
- Irrigation services represent 10-15% of Marana's current potable demand
- No return on irrigation water (i.e. credits for recharge)
- CMID provided over 300 AF of non-potable water to North Marana in 2019
- ~115 AF of irrigation water provided by Marana Water in North Marana alone

Purpose: Maximize the use of renewable resources in our current water portfolio

Code Amendment

- Any proposed project within CMID service area
  - Residential, Commercial, Industrial and Public projects
- CMID may waive right to serve
  - MOU between CMID and Marana Water

- Prior to submitting a development plan, applicant shall prepare a report containing:
  - Proposed non-potable water demand
  - Location of non-potable water infrastructure
  - Rezoning conditions or Council determination
  - Anticipated long term cost savings compared to the cost of non-potable infrastructure
  - Appeals

Service Determination:

1. Connection is required as condition of rezoning
2. Long term cost savings:

$$A \leq B - C$$

A = Cost of non-potable infrastructure

B = Cost of potable water service for 20 years

C = Cost of non-potable water service for 20 years

3. Council determines that it is necessary to offset environmental impacts or burdens

Council Member Ziegler moved and Council Member Officer second the motion approve raft amendment to Town Code Title 14 (Utilities), to add a new Chapter 14-11 concerning non-potable water service within Cortaro-Marana Irrigation District's service area. Motion passes, 6-0.

D5 *Relating to Emergency Management; presentation and discussion regarding Town of Marana's actions in relation to COVID-19 emergency orders of Arizona Governor Douglas A. Ducey and other entities (Jane Fairall)* ***AMENDED JULY 13, 2020 @ 3:55 PM***

Deputy Town Attorney Jane Fairall provided a PowerPoint presentation update to the various actions of the Town related to Covid-19 Orders. Below is a brief overview of the presentation. *(A copy of the presentation is available for viewing in the Town Clerk's Office.)*

Presentation Overview

- Town's Goals and Objectives re: Education & Enforcement
- Overview of Governor Ducey's Orders and Associated Guidance
- Town's Education/Enforcement Protocol
- Summary of Actions Taken by Town to Date
- Possible Additional Enforcement Actions

Town's Goals and Objectives

- Protect the Community/Slow the Spread of COVID-19
- Educate Businesses and Citizens Regarding the Requirements
- Treat Businesses Fairly and Consistently

- Comply with Governor Ducey's Orders

Governor Ducey's Executive Order 2020-40

- June 17, 2020 Executive Order 2020-40: Containing the Spread of COVID-19 – Continuing Arizona Mitigation Efforts
  - All businesses must enforce physical distancing & sanitation requirements & face coverings for employees, when feasible
  - Enforcement by law enforcement & regulatory agencies
    - Focus first on educating and promoting best practices
    - Provide notice of the order and associated guidance & give opportunity to comply

Governor Ducey's Executive Order 2020-43

- June 29, 2020 EO 2020-43 Pausing of Arizona's Reopening – Slowing the Spread of COVID-19
  - Prohibits most organized events of >50 people
  - Public pools shall prohibit groups larger than 10 people from congregating
  - Effective at 8:00 PM on 6/29/20, the following must pause operations until 7/27/20:
    - Bars, meaning any entity holding a series 6 (bar) or series 7 (beer & wine bar) liquor license and whose primary business is the sale or dispensing of alcoholic beverages
      - Bars may continue serving through pick up, delivery and drive through
      - DLLC issued guidance 6/30/20
    - Indoor gyms and fitness clubs or centers
    - Indoor movie theaters
    - Water parks and tubing operators
- June 29, 2020 EO 2020-43 Pausing of Arizona's Reopening – Slowing the Spread of COVID-19 (cont.)
  - Enforcement
    - Law enforcement & any regulatory agency authorized to take immediate enforcement action against any business
    - Includes summary suspension for any license that the business holds

Governor Ducey's Executive Order 2020-47

- July 9, 2020 EO 2020-47 Reducing the Risk, Slowing the Spread – Limiting Indoor Dining
  - Requires all restaurants with indoor seating to operate at less than 50% of the permitted fire code occupant load
  - Enforcement

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- In addition to criminal penalties, failure to comply shall constitute a public nuisance dangerous to the public health
- Action is authorized and shall be taken to abate the nuisance by the county health inspectors, including the immediate closure of the business

Town's Protocol

- Call taker (first floor reception, TMO) obtains details and completes Business Complaint Information Form
  - Police dispatch will forward calls to Town Manager's Office
- Business Complaint Information Form details specific information to obtain for each type of complaint/concern
- Form is forwarded to Legal Department for review
- If necessary, will investigate further
- If Legal Department determines business appears to be operating in violation of one of the EOs, standard letter will be prepared
- Code Enforcement delivers the letter
- For a complaint that business not enforcing ADHS requirements under EO 2020-40 for physical distancing, signage, cleaning, employee face coverings, etc., standard letter states:
  - We've received information that you may be in violation of EO 2020-40
  - Provide copy of EO 2020-40 and associated ADHS requirements to the business
  - No further action will be taken by the Town unless additional complaints are received – EO 2020-40 states to provide notice of the order and associated guidance & give opportunity to comply
- For a complaint that business (i.e., bar or gym) is open in violation of EO 2020-43, standard letter states:
  - We've received information that you may be open in violation of EO 2020-43
  - Provides a copy of EO 2020-43 to the business
  - Allows the establishment 3 business days to respond and provide any information for the Town to consider as to why the business may remain open
- If business responds with evidence that EO does not apply to it (e.g., records documenting higher sales of food than alcohol at a bar & grill), Town notifies business we will take no further action
- If business does not provide evidence that the EO does not apply to it, Town sends follow-up letter advising business that EO 2020-43 requires it to pause operations & failure to do so may result in further enforcement action
- For a complaint that business is not requiring **customers** to wear face coverings, the Town refers the complainant to the Pima County Health Department for enforcement of its mask mandate
- Town will not take further action

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Summary of Town's Actions to Date

- 11 Complaints Received
  - TMO, MPD, first floor reception
  - 9 complaints that businesses open in violation of EO 2020-43
    - Some repeated complaints about same business
  - 1 complaint that business not requiring face coverings
  - 1 complaint that business not following EO 2020-40 re: physical distancing
- 2 Businesses "Self-Reporting"
- 11 Complaints Received
  - 4 letters sent to businesses that may be open in violation of EO 2020-43, response requested within 3 business days
    - 2 businesses presented evidence that alcohol not their primary business; Town staff advised that Town would not take further enforcement action
    - 2 businesses advised that EO 2020-43 requires them to pause operations; both stated they would comply
  - 1 letter re: possible violation of EO 2020-43 in process
  - 1 face covering complaint referred to Pima Co. Health Dept.
  - 1 educational letter sent to business re: requirements of EO 2020-40 re: physical distancing
  - 1 complaint - no action taken; business was closed
- 2 Businesses "Self-Reporting"
  - For 1 business, Town staff followed up with Gov. Ducey's office & received confirmation that business must pause operations; Town staff notified the business of the response from the Governor's office
  - 1 business presented evidence that alcohol not its primary business; Town staff advised that Town would not take enforcement action
- Town Manager's Office has reached out with resources and offers to assist, including;
  - Information regarding the loans available under the PPP (Paycheck Protection Program)
  - Information regarding the EIDL (Economic Injury Disaster Loan)
  - Contact information for the Town Manager's Office, Senator Sinema' s Office, Curt Woody, and Marana Chamber of Commerce
  - Information regarding the Town's biz.selectmarana.com tool
  - Information regarding City of Tucson series of webinars to assist small businesses during COVID
  - Information regarding Arizona Commerce Authority series of webinars to assist in how to use PPP moneys as well as to generally navigate COVID19

Possible Additional Enforcement Actions

- What Are Possible Additional Enforcement Actions of the Town?
  - Summary suspension of Marana Business License
  - Criminal citation for violation of Governor's Emergency Orders, pursuant to A.R.S. §26-317 – class 1 misdemeanor
  - Wait to see if DLLC or Pima Co. Health Dept. takes action
  - Do nothing
  - Continue dialogue with business
- Independent of the Town
  - DLLC can take action on an establishment's liquor license
  - County Health Inspectors can take action to abate a public nuisance dangerous to the public health, as noted in EO 2020-47

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

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

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Officer second the motion to adjourn the meeting. Motion passes, 7-0. Meeting adjourned at 8:31 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on July 14, 2020. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **B1**

Meeting Date: 08/18/2020

To: Mayor and Council

From: Keith Brann, Town Engineer

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-084: Relating to Flood Plain Management; granting a variance to Marana Town Code Chapter 17-15 (floodplain and erosion hazard management code) for property located at 7430 North Silverbell Road (Keith Brann)

Discussion:

Rick Engineering submitted a request dated August 3, 2020 for a variance (Town of Marana file number VAR2008-001) on behalf of MC Realty Advisors, LLC from the requirements of Marana Town Code chapter 17-15 (floodplain and erosion hazard management code) to allow MC Realty Advisors to begin construction of an apartment complex site before receiving Federal Emergency Management Agency (FEMA) approval of a Conditional Letter of Map Revision (CLOMR).

The property is located at 7430 North Silverbell Road, east of Silverbell and north of Ina Road, in a FEMA Zone A floodplain. Zone A is an area of undetermined flooding where detailed study has not been performed. The flood source is the Yuma Mine Wash. The elevation requirement for Zone A construction is for the finished floor elevation to be four feet above highest adjacent natural grade. The development plan for the apartment complex instead has proposed an extensive channel interception and delivery system that will remove the site from the FEMA floodplain. The plans for the channel system have been reviewed and approved by Town staff and the Pima County Flood Control District (due to adjacency with the Santa Cruz River). A CLOMR based on the channel system was submitted to FEMA by the applicant in June of 2020.

Town Code section 17-15-10.E.9 combined with its subsection c states:

When a modification or removal of a FEMA SFHA is sought for a development, the following requirements apply: A CLOMR must be submitted to and accepted by FEMA prior to construction of physical improvements.

The purpose and background for this requirement is to ensure that improvements being made will ultimately be approved by FEMA and a subsequent full Letter of Map Revision (LOMR) will be issued. Staff will give a presentation of the site and discuss the implications of granting the variance.

FEMA and the Town have strict guidelines on the granting of variances. Variances should only be issued upon a determination that (a) the failure to grant the floodplain variance would result in exceptional hardship to the applicant (17-15-11.C.6.b) and (b) the floodplain variance is the minimum relief necessary, considering the flood hazard, to afford relief (17-15-11.C.5).

It is staff's opinion that the variance does not meet these criteria. A federal floodplain designation is a significant constraint to development that was present and known to the applicant when they purchased the property. The time necessary to clear the property of the floodplain designation through the CLOMR/LOMR process was a known critical path item.

If the Floodplain Board decides to approve the request, staff has included a resolution with the appropriate conditions as an option.

Staff Recommendation:

Town staff recommends denial of the requested variance. If the Council chooses to approve the variance, Town staff recommends adoption of Resolution No. 2020-084, granting a variance to Marana Town Code Chapter 17-15 (floodplain and erosion hazard management code) for property located at 7430 North Silverbell Road.

Suggested Motion:

Option 1: I move to deny the floodplain variance.
Option 2: I move to adopt Resolution No. 2020-084, granting a variance to Marana Town Code Chapter 17-15 (floodplain and erosion hazard management code) for property located at 7430 North Silverbell Road.

Attachments

Resolution No. 2020-084
Site plan
Floodplain Map
SB Gateway Apts variance application

MARANA RESOLUTION NO. 2020-084

RELATING TO FLOOD PLAIN MANAGEMENT; GRANTING A VARIANCE TO MARANA TOWN CODE CHAPTER 17-15 (FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE) FOR PROPERTY LOCATED AT 7430 NORTH SILVERBELL ROAD

WHEREAS MC Realty Advisors, LLC (the "Developer") has a contract to purchase and develop an apartment complex on property located at 7430 North Silverbell Road, Marana, Arizona, and located within a Federal Emergency Management Agency (FEMA) Zone A floodplain; and

WHEREAS the elevation requirement for Zone A construction is for the finished floor elevation to be four feet above highest adjacent natural grade; and

WHEREAS the development plan for the apartment complex instead has proposed an extensive channel interception and delivery system that will remove the site from the FEMA floodplain; and

WHEREAS the plans for the channel system have been reviewed and approved by Town staff and the Pima County Flood Control District (due to adjacency with the Santa Cruz River); and

WHEREAS the Developer submitted a conditional letter of map revision (CLOMR) to FEMA in June 2020 to remove the property from Zone A based on the channel system; and

WHEREAS Marana Town Code section 17-15-10.E.9 provides that a CLOMR for modification or removal of a FEMA special flood hazard area must be submitted to and accepted by FEMA prior to construction of physical improvements; and

WHEREAS Rick Engineering Company, Inc. submitted a request dated August 3, 2020 on behalf of the Developer for a floodplain variance from Marana Town Code section 17-15-10.E.9; and

WHEREAS the Developer contends, and the Town Council finds, that the ongoing slowdown due to the COVID-19 pandemic may further stretch out the already lengthy FEMA review process, and awaiting FEMA CLOMR approval would significantly delay the site improvements; and

WHEREAS the Town Council, acting as the Floodplain Board, and pursuant to the Marana Land Development Code Title 21 (Flood Plain and Erosion Hazard

Management Code), is empowered to grant variances, provided all variance actions must be reported in a biennial report to FEMA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, acting as the Floodplain Board, that the property located at 7430 North Silverbell Road, Marana, Arizona, is hereby granted a variance from Marana Town Code section 17-15-10.E.9, which would otherwise prohibit commencement of construction of physical improvements prior to FEMA acceptance of the CLOMR, subject to the following conditions:

1. All other aspects of Marana Town Code Chapter 17-15 (floodplain and erosion hazard management code) are to be adhered to.

2. The Developer shall sign a covenant indemnifying and holding the Town of Marana and its agents harmless in the event of flooding and/or in the event of FEMA's extended delay or denial of the CLOMR application.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, acting as the Floodplain Board of the Town of Marana, Arizona, this 18th day of August, 2020.

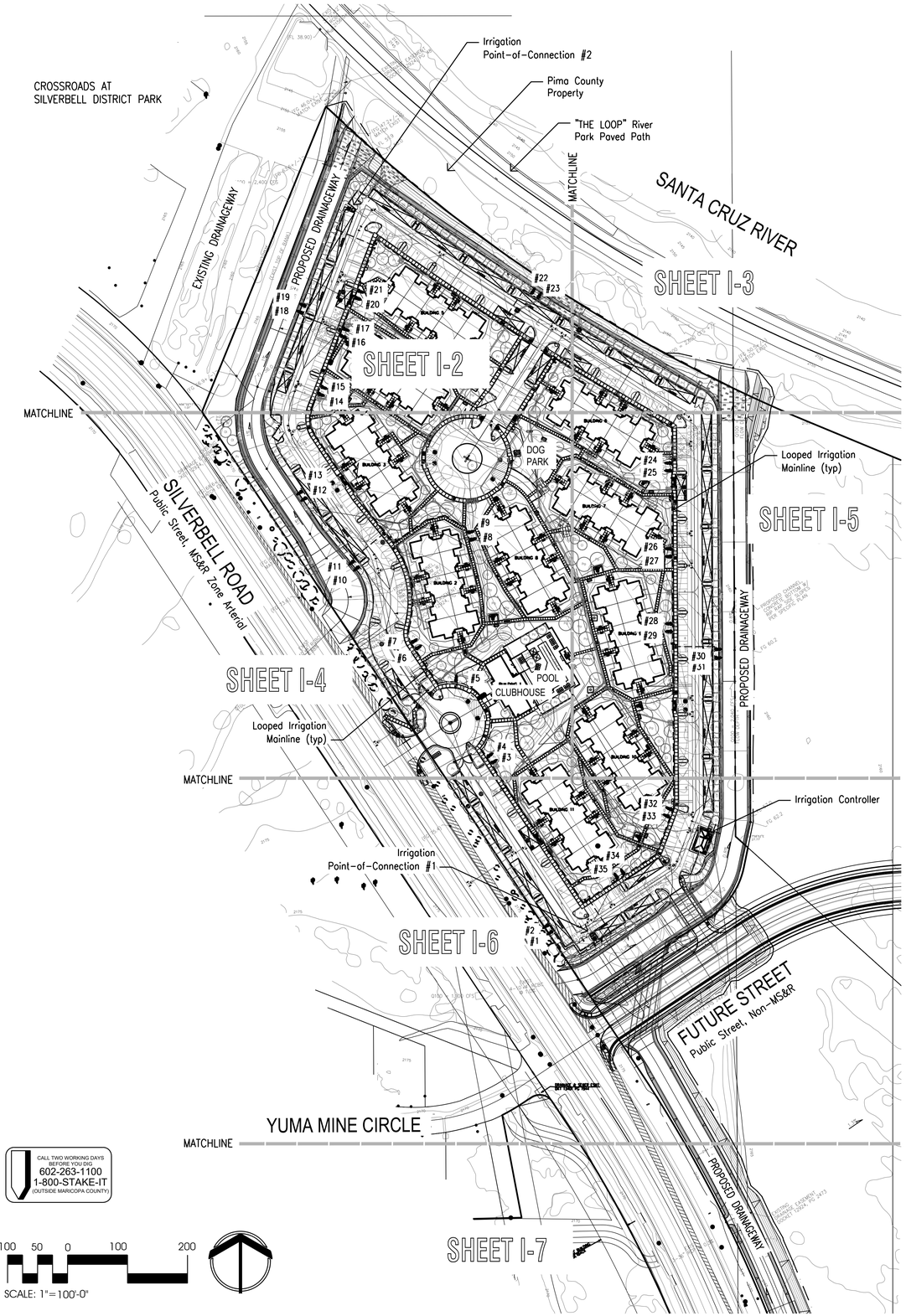
_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney



SILVERBELL GATEWAY APARTMENTS

IRRIGATION PLAN

IRRIGATION NOTES

1. Irrigation system is schematic. Some lines are shown in paved areas or across building corners for graphic clarity only. Locate all irrigation lines in landscape areas and on the project property. Provide sleeves (whether shown or not) for crossing all paved areas, including sidewalks and other walkways.
2. Sidewalk and other walkway sleeves are not shown on plan. Landscape Contractor shall coordinate with General Contractor to ensure sleeves are installed to provide irrigation service to all planting areas.
3. The irrigation system will serve all of the landscape plantings. Proposed approximate locations for the irrigation points-of-connection (new potable water meters) and the irrigation controller are shown on the plan.
4. The irrigation controller shall be an exterior wall mounted unit. Contractor shall coordinate and provide 115 VAC electric power source for the controllers. Irrigation controller shall be installed in a lockable cabinet or cage per detail.
5. Point-of-connection shall include a backflow preventer installed per water provider's requirements. Backflow preventer shall include freeze protection and a lockable protective cage.
6. Generally, each building has two irrigation valves irrigating the area at and around each building, one for trees and one for shrubs.
7. Trees and shrubs shall be valved separately so that trees can be deep watered.
8. Cacti shall not be irrigated. Emitter outlets for any adjacent irrigated plants shall be located a minimum of 5' from saguaros.
9. Native seeding will not be irrigated.
10. See Emitter Schedule on Sheet I-3 for type, number of emitters, and number of open emitter outlets for each plant.
11. Quick Coupler Valve shall be located in the dog park. It shall include corresponding valve key, locking cover key, and hose swivel.

WATER PRESSURE

1. Irrigation system will require a minimum of 55 psi at the point-of-connection to operate properly.
2. Contractor shall test the pressure at the point-of-connection and report to the landscape architect prior to proceeding with construction.

ADDRESS: 7430 N. SILVERBELL RD.
NPP1912-001
Related Case DPP1912-001

Novak Environmental, Inc.
4574 North First Avenue #100 Tucson, AZ 85718
Phone 520.206.0591 Fax 520.882.3006
Landscape Architecture • Natural Resources • Planning • Mitigation

KAREN M. CESARE — Registered Landscape Architect — 38401 — ARIZONA U.S.A. — Expires 6/30/21 — 3/25/20

NO.	REVISION	DATE

IRRIGATION OVERALL PLAN

SILVERBELL GATEWAY APARTMENTS
A PORTION OF THE SOUTHWEST QUARTER OF
SEC. 35, T 12 S, R 12 E,
TOWN OF MARANA, G&SRM, PIMA COUNTY, ARIZONA

DESIGNED:	DRAWN:	CHECKED:	SHEET
TC	TC	KC	I-1
DATE:	PROJECT NO.:	SCALE:	58 OF 67
MARCH 2020	19022	SEE PLAN	

NOTICE OF DRAWING AUTHORIZATION: THIS DRAWING IS A COPYRIGHT PROTECTED DOCUMENT PRODUCED BY COMPUTER AIDED DESIGN AND DRAFTING TECHNIQUES. MULTIPLE AND/OR UNAUTHORIZED COPIES OF DRAWING DATA FILES MAY EXIST. ANY USE, REUSE OR MODIFICATION OF THE DRAWING OR ITS DATA FILES WITHOUT THE APPROPRIATE AUTHORIZED SIGNED REGISTERED LANDSCAPE ARCHITECT'S AND WRITTEN VERIFICATION BY NOVAK ENVIRONMENTAL IS PROHIBITED AND WILL BE AT THE USER'S RISK AND SHALL HOLD NOVAK ENVIRONMENTAL HARMLESS.

National Flood Hazard Layer FIRMette

FEMA

111°5'55"W 32°20'47"N



111°5'18"W 32°20'16"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/7/2020 at 4:00 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

MARANA AZ

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: SILVERBELL GATEWAY APARTMENTS - DPP1912-001	
Description of Project: APARTMENT COMPLEX	Number of Lots:
Parcel No.(s): 226 - 27 - 026A	Gross Area (Acres): 17.3
Project Address: NORTH SILVERBELL ROAD (NUMBER TO BE ASSIGNED)	
Ref. Project No.:	

CONTACT INFORMATION

Owner: MC REALTY ADVISORS, L.L.C.	Contact Name: ROSS MCCALLISTER		
Address: 15170 NORTH HAYDEN ROAD, SUITE 1	City: TUCSON	State: AZ	Zip: 85260
Email: RMCCALLISTER@MCCOMPANIES.COM	Phone No.: (482) 998-5400		
Applicant: RICK ENGINEERING COMPANY, INC.	Contact Name: TRI MILLER, PE		
Address: 3945 EAST FT LOWELL ROAD, SUITE 111	City: TUCSON	State: AZ	Zip: 85712
Email: tmiller@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: RICK ENGINEERING COMPANY,	Contact Name: PAUL IEZZI		
Address: 3945 EAST FT LOWELL ROAD, SUITE 111	City: TUCSON	State: AZ	Zip: 85712
Email: piezzi@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Anthony Boone		8/3/2020
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.**_____ **Date Received**_____

Revision Date 03/29/2019

Development Services / maranaplanning@maranaAZ.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaAZ.gov

VARIANCE REQUEST FORM

PROJECT NARRATIVE

Provide a complete summary and description of the application request.

This application is to request for a variance to Title 17-15-10. E.9.c. of the Town Code to allow construction of physical improvements on the project property (with the approval of the Development Pan Package and issuance of the Grading Permit) prior to FEMA acceptance of the CLOMR.

PROJECT INFORMATION

Describe the unique conditions and circumstances (including size, shape, topography, locations or surroundings) which are peculiar to the land, structure or building which are not applicable to other lands, structures or buildings in the same zoning district in other locations.

The project is the development of an apartment complex located on the east side of Silverbell Road just north of Ina Road. The proposed development is in compliance to the Town Code with an approved Development Plan Package. However, the required approval from FEMA would significantly delay the site improvements.

Describe how the literal interpretations of the provisions of the zoning ordinance deprive you of development rights commonly enjoyed by other properties in the same zoning district.

The development Plan Package for the project has been approved, and Grading Permit could be issued. The Conditional Letter of Map Revision (CLOMR) has also been reviewed and approved by the Town of Marana Development Engineering and Pima County Regional Flood Control District.

Describe how the alleged hardships caused by the literal interpretations of the provisions of the zoning ordinance include more than personal inconvenience and financial hardship and that the alleged hardships were not created or self-imposed by the property owner.

The CLOMR has been submitted and is being reviewed by Federal Emergency Management Agency (FEMA). However, the ongoing slowdown due to the COVID-19 pandemic may further stretch out the already lengthy FEMA review process.

Indicate why granting the requested variance will not result in your receiving any special privileges that are denied by the zoning ordinance to others owning lands, structures or buildings in the same zoning district.

Granting the requested variance will allow the project to be developed at the normal pace as other similar projects that are not required the CLOMR process.

Indicate why granting the variance will not interfere with or injure the rights of other properties in the same zoning district.

The project was designed meeting the requirements of the Town of Marana Zoning Code. Granting the variance will not interfere with or injure the rights of other properties in the same zoning district.

FOR OFFICIAL USE ONLY **Project No.**_____ **Date Received**_____

Revision Date 1/30/2017

Council-Regular Meeting **A1**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Jane Fairall, Deputy Town Attorney

From: Frank Cassidy, Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Public Hearing on proposed La Puerta Del Norte East Annexation, located south of Coachline Boulevard, north of Linda Vista Boulevard, and east of Silverbell Road (Jane Fairall)

Discussion:

This is the time set for public hearing on the proposed La Puerta Del Norte East Annexation. A Council study session on the annexation occurred on July 21. The blank petition was recorded on July 28. By law, the public hearing must occur not less than 20 days and not more than 30 days after the recording of the blank petition. As required by law, notice of this public hearing was timely published in the newspaper, posted in the proposed annexation area, and mailed to the Chairman of the Pima County Board of Supervisors and to all property owners in the proposed annexation area. The official annexation map and a context map of the proposed annexation area are included with the backup materials.

No action is required at the conclusion of this public hearing. Members of the public are likely to comment on the proposal by KB Home to develop a 150-lot single-story residential subdivision in the proposed annexation area. KB Home's development proposal is the subject of a variance application pending before the Pima County Board of Adjustment. The purpose of the variance is to allow KB Home to build on smaller lots in exchange for not building on an archeologically sensitive area along the west side of the property. The variance was scheduled to be heard on August 13, but is being delayed to allow time for an intergovernmental agreement to be prepared and presented to the Pima County Flood Control District and the Town of Marana concerning the

ownership and use of dedicated open space and archeological areas associated with the variance.

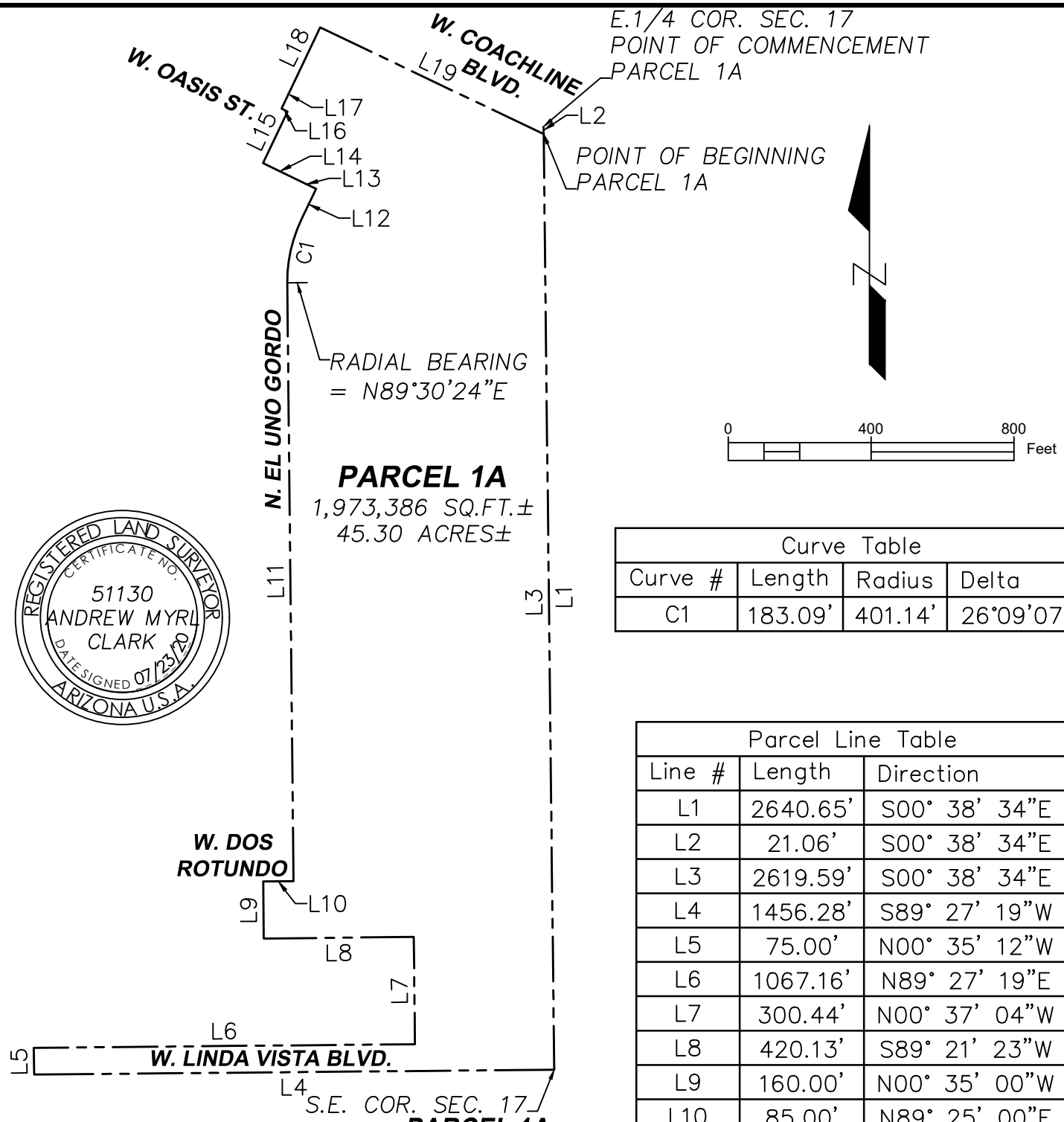
KB Home's development proposal will also be the subject of a pre-annexation development agreement, the terms of which are still being negotiated. Like the intergovernmental agreement with the Pima County Flood Control District, the pre-annexation development agreement will be brought forward to the Council for consideration and possible at a future meeting.

Staff Recommendation:
None.

Suggested Motion:
None.

Attachments

Map of annexation area
Context map of annexation area



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51130
ANDREW MYRL CLARK
DATE SIGNED 07/23/20
ARIZONA U.S.A.

Curve Table			
Curve #	Length	Radius	Delta
C1	183.09'	401.14'	26°09'07"

Parcel Line Table		
Line #	Length	Direction
L1	2640.65'	S00° 38' 34"E
L2	21.06'	S00° 38' 34"E
L3	2619.59'	S00° 38' 34"E
L4	1456.28'	S89° 27' 19"W
L5	75.00'	N00° 35' 12"W
L6	1067.16'	N89° 27' 19"E
L7	300.44'	N00° 37' 04"W
L8	420.13'	S89° 21' 23"W
L9	160.00'	N00° 35' 00"W
L10	85.00'	N89° 25' 00"E
L11	1675.04'	N00° 35' 40"W
L12	95.33'	N25° 28' 06"E
L13	60.08'	N64° 03' 42"W
L14	104.78'	N64° 03' 42"W
L15	159.69'	N25° 24' 30"E
L16	18.91'	N64° 23' 41"W
L17	90.48'	N25° 29' 43"E
L18	161.60'	N25° 29' 43"E
L19	693.23'	S64° 28' 46"E

PARCEL 1A

W. LINDA VISTA BOULEVARD, LOTS 1 THROUGH 6, LOT 59, LOTS 80 THROUGH 149, CERTAIN ROADS AND STREETS LOCATED WITHIN LA PUERTA DEL NORTE SUBDIVISION, BOOK 15 OF MAPS AND PLATS AT PAGE 76, RECORDS OF PIMA COUNTY, ARIZONA. IN A PORTION OF S.17 T.12S., R.12E. OF THE G.&S.R.M.

PERRY ENGINEERING
501 W WETMORE RD.
TUCSON, AZ 85705
CONTACT: ANDREW M. CLARK, RLS
PHONE: 520-620-9870
ACLARK@PERRYENGINEERING.NET

ANNEXATION EXHIBIT



Proposed La Puerta del Norte East Annexation

MARANA AZ

MUSD Parcels Purchased by KB Home

Proposed Annexation Area

0 250 500 Feet

Printed by: jcurrie Path: X:\Planning Staff\Justin\Proposed MUSD Annexation.mxd © Town of Marana 8/11/2020

Council-Regular Meeting **A2**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Jane Fairall, Deputy Town Attorney

From: Frank Cassidy, Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-085: Relating to Real Estate; vacating that public right-of-way located south of the Santa Cruz River and north of the Central Arizona Project canal and dedicated to the Town in 2004 by Deed of Dedication from B.K.W. Farms, Inc. (Jane Fairall)

Discussion:

In 2004, the Town received a Deed of Dedication from B.K.W. Farms, Inc., dedicating 17.050 acres of right-of-way located immediately north of the Central Arizona Project canal and south of the Santa Cruz River for a possible future public roadway to connect Tangerine Road to Avra Valley Road. The BKW Deed of Dedication included a reversionary clause, automatically reverting title to the right-of-way back to B.K.W. Farms if the connecting roadway is not constructed on or before June 2024.

The Town has no plans to build the connecting roadway in the location dedicated by the BKW Deed of Dedication, and certainly not by June 2024. Any future road connecting Tangerine Road to Avra Valley Road will likely extend more directly south from the Town's existing unused right-of-way through the Tangerine Commerce Park property near the existing Ventana Medical building, across the Santa Cruz River, and south to Avra Valley Road. Any future connecting road will not run parallel to the north edge of the CAP canal, which is where the BKW Deed of Dedication's right-of-way is located.

Normally Town staff would just recommend that the Council do nothing and allow the automatic reversion clause in the BKW Deed of Dedication to BKW Deed to take care of it. But the Town has received an application for a license to construct a conveyor belt across the connecting road right-of-way, so abandoning it will avoid the need to prepare

and manage a license agreement now and terminate the license agreement in 2024.

By law, this abandonment can be accomplished without the payment of compensation, because B.K.W. Farms dedicated the right-of-way to the Town at no cost as a condition of development in 2004 and the reversionary clause makes the value of the right-of-way nominal.

The backup materials for this item include a copy of the 2004 BKW Deed of Dedication and the proposed draft Quit Claim Deed of Abandonment and its exhibit.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-085, vacating that public right-of-way located south of the Santa Cruz River and north of the Central Arizona Project canal and dedicated to the Town in 2004 by Deed of Dedication from B.K.W. Farms, Inc.

Suggested Motion:

I move to adopt Resolution No. 2020-085, vacating that public right-of-way located south of the Santa Cruz River and north of the Central Arizona Project canal and dedicated to the Town in 2004 by Deed of Dedication from B.K.W. Farms, Inc.

Attachments

Resolution No. 2020-085
QCD to BKW Link Rd ROW
EXH A to BKW QCD
BKW ROW Location Map
2004 BKW Deed of Dedication

MARANA RESOLUTION NO. 2020-085

RELATING TO REAL ESTATE; VACATING THAT PUBLIC RIGHT-OF-WAY LOCATED SOUTH OF THE SANTA CRUZ RIVER AND NORTH OF THE CENTRAL ARIZONA PROJECT CANAL AND DEDICATED TO THE TOWN IN 2004 BY DEED OF DEDICATION FROM B.K.W. FARMS, INC.

WHEREAS the Town of Marana received a Deed of Dedication from B.K.W. Farms, Inc., dated May 27, 2004 and recorded in the office of the Pima County Recorder on June 1, 2004, at Docket 12313 Page 4078 (Sequence 20041050645) (the "BKW Deed"); and

WHEREAS the BKW Deed dedicated to the Town 17.050 acres of right-of-way located immediately north of the Central Arizona Project canal and south of the Santa Cruz River for a possible future public roadway to connect Tangerine Road to Avra Valley Road (the "connecting road right-of-way"); and

WHEREAS the BKW Deed included a reversionary clause providing for the automatic reversion to B.K.W. Farms, Inc. of title to the connecting road right-of-way if the connecting roadway is not constructed on or before the 20th anniversary of the BKW Deed; and

WHEREAS the Town has no current plans to build the connecting roadway; and

WHEREAS the Town has received an application for a license to construct a conveyor belt across the connecting road right-of-way; and

WHEREAS the Town of Marana is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon Town roadways; and

WHEREAS the Town Council finds that vacating the connecting road right-of-way is more efficient than dealing with the license application, and finds that the value of the connecting road right-of-way is nominal in light of the reversionary clause; and

WHEREAS the Town Council finds that this resolution 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:

SECTION 1. The Town of Marana hereby vacates and abandons the connecting road right-of-way as described in the BKW Deed.

SECTION 2. The Town Engineer is hereby authorized to sign the Quit Claim Deed of Abandonment in substantially the form found in the agenda materials accompanying this resolution, quit-claiming the connecting road right-of-way to B.K.W. Farms, Inc., the original grantor and current owner of the adjacent land.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

QUIT CLAIM DEED OF ABANDONMENT

Exempt: A.R.S. § 11-1134 (A) (3)

THE TOWN OF MARANA, an Arizona municipal corporation, hereby quit-claims in favor of B.K.W. FARMS, INC., an Arizona corporation, the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" TO THE DEED OF DEDICATION RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON JUNE 1, 2004 AT DOCKET 12313 PAGE 4078 (SEQUENCE 20041050645) AND REPRODUCED AS EXHIBIT "A" ATTACHED TO THIS QUIT CLAIM DEED OF ABANDONMENT AND INCORPORATED HERE BY THIS REFERENCE

DATED August _____, 2020.

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Keith Brann, Town Engineer*

*Per Marana Resolution No. 2020-085

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on August _____, 2020, by Keith Brann, Town Engineer of THE TOWN OF MARANA, an Arizona municipal corporation, on its behalf.

(Seal)

_____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
NEW WEST ROADWAY
NORTH OF THE CAP

A PORTION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" REBAR TAGGED LS 14145 AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE SOUTH 89°23'47" WEST, ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 528.40 FEET TO A ½" REBAR TAGGED LS 21787 AT IT'S INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE SOUTH 45°22'44" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 473.14 FEET TO A ½" REBAR TAGGED LS 21787 AT AN ANGLE POINT IN SAID LINE;

THENCE SOUTH 72°59'26" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1501.70 FEET TO A U.S. BUREAU OF RECLAIMATION ALUMINUM CAP AT THE NORTHEASTERNMOST CORNER OF A 50.00 FOOT WIDE STRIP OF LAND LYING NORTHERLY OF AND ADJACENT TO SAID NORTHERLY RIGHT-OF-WAY LINE, SAID 50.00 FOOT STRIP OF LAND BEING DESCRIBED IN DOCKET 10192 AT PAGE 230;

THENCE SOUTH 72°59'59" WEST, ALONG THE NORTHERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND, A DISTANCE OF 768.79 FEET TO A ½" REBAR TAGGED LS 21787 AT AN ANGLE POINT THEREIN;

THENCE SOUTH 86°35'17" WEST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 378.60 FEET TO A REBAR TAGGED LS 21787 AT AN ANGLE POINT THEREIN;

THENCE NORTH 79°48'53" WEST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1077.78 FEET TO A ½" REBAR TAGGED LS 21787 AT THE NORTHWESTERNMOST CORNER OF SAID 50.00 FOOT WIDE STRIP OF LAND;

THENCE SOUTH 10°11'07" WEST, ALONG THE WESTERLY END OF SAID 50.00 FOOT WIDE STRIP, A DISTANCE OF 50.00 FEET TO A ½" REBAR TAGGED LS 21787 AT THE SOUTHWESTERNMOST CORNER OF SAID STRIP, SAID SOUTHWESTERNMOST CORNER BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID CENTRAL ARIZONA PROJECT CANAL;

THENCE NORTH 79°48'53" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 803.82 FEET TO A ½" REBAR TAGGED LS 21787 AT IT'S INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 12;

EXHIBIT A TO QUIT CLAIM DEED OF ABANDONMENT
Page 2 of 2

THENCE NORTH 00°37'20" WEST, ALONG SAID WEST LINE, A DISTANCE OF 152.70 FEET TO A LINE 150.00 FEET NORTHERLY OF AND PARALLEL WITH THE AFORESAID CENTRAL ARIZONA PROJECT CANAL RIGHT-OF-WAY LINE;

THENCE SOUTH 79°48'53" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 332.45 FEET;

THENCE SOUTH 85°31'31" EAST, A DISTANCE OF 502.49 FEET TO A POINT FROM WHICH THE NORTHWESTERNMOST CORNER OF THE AFORESAID 50.00 FOOT WIDE STRIP OF LAND LIES SOUTH 10°11'07" WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 79°48'53" EAST, ALONG A LINE 150.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND, A DISTANCE OF 1059.90 FEET TO AN ANGLE POINT IN SAID LINE;

THENCE NORTH 86°35'17" EAST, CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 342.84 FEET TO A FURTHER ANGLE POINT IN SAID LINE;

THENCE NORTH 72°59'59" EAST, CONTINUING ALONG SAID PARALLEL LINE A DISTANCE OF 750.90 FEET;

THENCE NORTH 72°59'26" EAST, ALONG A LINE 150.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL, A DISTANCE OF 1464.82 FEET;

THENCE NORTH 45°22'44" EAST, CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 281.05 FEET TO THE NORTH LINE OF SAID SECTION 12;

THENCE NORTH 89°23'47" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 215.87 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE CENTRAL ARIZONA PROJECT CANAL AND THE **POINT OF BEGINNING.**

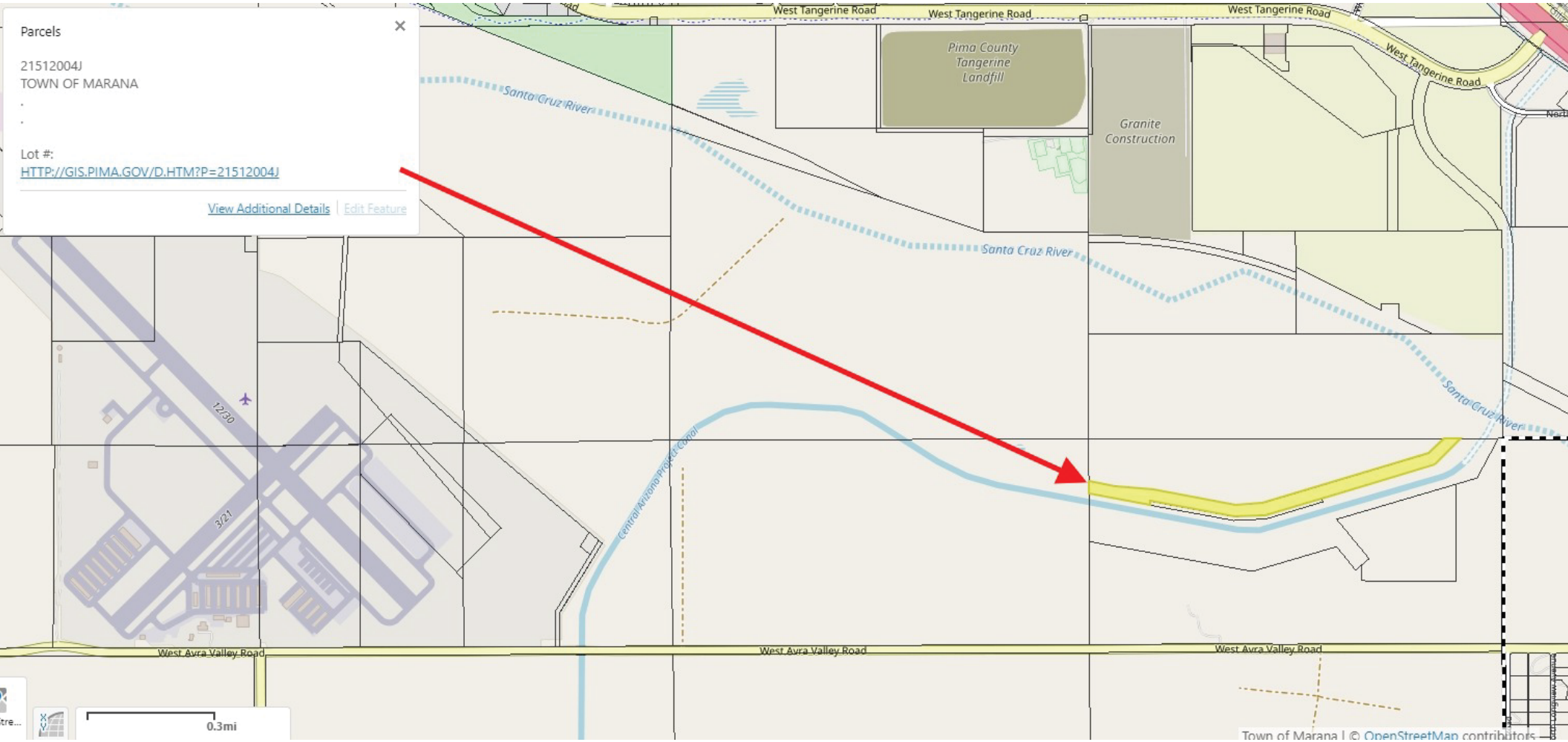
SAID PORTION CONTAINING 17.050 ACRES, MORE OR LESS.



MICHAEL L. SCHLOEMAN, R.L.S

S:\JOBS\4651\150' EASEMENT.doc LEGAL LOG NO. 885 Page 2 of 2

Location (in yellow) of Town right-of-way to be abandoned in favor of B.K.W. Farms, Inc.



F. ANN RODRIGUEZ, RECORDER
RECORDED BY: D_K
DEPUTY RECORDER
7864 PE1

TLATI
FRANK CASSIDY MARANA TOWN ATTORNEY
13251 N LON ADAMS
MARANA AZ 85653

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DOCKET: 12313
PAGE: 4078
NO. OF PAGES: 4
SEQUENCE: 20041050645
06/01/2004
DEED 17:30
MAIL
AMOUNT PAID $ 10.00

DEED OF DEDICATION

Exempt: A.R.S. § 11-1134(A)(3)

B.K.W. FARMS, INC., (the "GRANTOR") for the consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby dedicate and transfer to the TOWN OF MARANA (the "TOWN"), "AS IS" and without representation or warranty, the following described real property situated in Pima County, Arizona (the "Dedicated Land"):

SEE LEGAL DESCRIPTION FOR TANGERINE ROAD EXTENSION RIGHT-OF-WAY ATTACHED TO THIS INSTRUMENT AS EXHIBIT "A" AND INCORPORATED BY THIS REFERENCE

SUBJECT TO existing taxes, assessments, covenants, conditions, restrictions, rights-of-way, easements, and all other matters of record.

This dedication is granted for the sole purpose of allowing the construction and maintenance of a public roadway (the "Connecting Roadway") connecting Avra Valley Road and Tangerine Road in the vicinity of the Tangerine/I-10 interchange. The property rights dedicated by this instrument shall revert to Grantor, or its successors in interest if the Connecting Roadway is not constructed on the Dedicated Land (such construction is referred to hereinafter as the "Reversion Termination Event") on or before the twentieth anniversary of this instrument, which anniversary is referred to hereinafter as the "Reversion Date." In that event, Grantor, or its successors and assigns who have theretofore succeeded to ownership of any portion of the Grantor's land that is located north of and closest to the Dedicated Land, shall receive a reversion of the rights granted by this instrument (the "Reversionary Right"), with each such abutting landowner taking that portion of the Dedicated Land to which such abutting owner's land or any part of such abutting owner's land is nearest in proximity.

This dedication is also subject to the reservation by Grantor of a right to cross the Dedicated Land solely for purposes of reasonable access to and between the Grantor's land that is located north and south of the Dedicated Land; provided, however, the right reserved in this paragraph will immediately and automatically terminate upon the occurrence of the Reversion Termination Event.

Grantee acknowledges Grantor's right to seek just compensation based on Grantor's reversionary interest in the Dedicated Land if a governmental body or agency takes all or any portion of the Dedicated Land for purposes other than the construction of

the Connecting Roadway prior to the occurrence of both the construction of the Connecting Roadway and the Reversion Termination Event.

This dedication is further subject to the reservation of two points of physical and legal access for equipment to cross at or near the easternmost portion of the Dedicated Land adjacent to where the Central Arizona Project Canal goes underground, to access Grantor's properties located north and south of the Dedicated Land. The Town shall also permit access at or near these same locations for street-legal vehicles to enter the Connecting Roadway to be built within the Dedicated Land, and shall allow additional vehicular access between Grantor's lands and the Connecting Roadway if, in the reasonable opinion of the Town, the additional points of access do not degrade the Connecting Roadway's function and safety qualities, as shown by traffic impact analysis.

IN WITNESS WHEREOF, GRANTOR has caused this Deed of Dedication to be signed by the undersigned duly authorized officer this 27th day of May, 2004.

B.K.W. FARMS, INC., an Arizona corporation ("Grantor")

By _____
Bing K. Wong, President

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pima
KATHY L. OFFICER
My Commission Expires June 18, 2007

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me on May 27, 2004, by Bing K. Wong, President of B.K.W. Farms, Inc., an Arizona corporation, on behalf of the corporation.

_____
Notary Public

Approved by the Marana Public Works Director/Town Engineer

_____

Accepted by the Marana Town Manager

_____

20041370

EXHIBIT "A"

LEGAL DESCRIPTION
NEW WEST ROADWAY
NORTH OF THE CAP

A PORTION OF THE NORTH HALF OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, SAID PORTION BEING DESCRIBED AS FOLLOWS:

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THENCE SOUTH 72°59'26" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1501.70 FEET TO A U.S. BUREAU OF RECLAIMATION ALUMINUM CAP AT THE NORTHEASTERNMOST CORNER OF A 50.00 FOOT WIDE STRIP OF LAND LYING NORTHERLY OF AND ADJACENT TO SAID NORTHERLY RIGHT-OF-WAY LINE, SAID 50.00 FOOT STRIP OF LAND BEING DESCRIBED IN DOCKET 10192 AT PAGE 230;

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THENCE SOUTH 10°11'07" WEST, ALONG THE WESTERLY END OF SAID 50.00 FOOT WIDE STRIP, A DISTANCE OF 50.00 FEET TO A ½" REBAR TAGGED LS 21787 AT THE SOUTHWESTERNMOST CORNER OF SAID STRIP, SAID SOUTHWESTERNMOST CORNER BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID CENTRAL ARIZONA PROJECT CANAL;

THENCE NORTH 79°48'53" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 803.82 FEET TO A ½" REBAR TAGGED LS 21787 AT IT'S INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 12;

THENCE NORTH 00°37'20" WEST, ALONG SAID WEST LINE, A DISTANCE OF 152.70 FEET TO A LINE 150.00 FEET NORTHERLY OF AND PARALLEL WITH THE AFORESAID CENTRAL ARIZONA PROJECT CANAL RIGHT-OF-WAY LINE;

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THENCE SOUTH 79°48'53" EAST, ALONG A LINE 150.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID 50.00 FOOT WIDE STRIP OF LAND, A DISTANCE OF 1059.90 FEET TO AN ANGLE POINT IN SAID LINE;

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SAID PORTION CONTAINING 17.050 ACRES, MORE OR LESS.



MICHAEL L. SCHLOEMAN, R.L.S

Council-Regular Meeting **A3**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Jane Fairall, Deputy Town Attorney

From: Frank Cassidy, Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-086: Relating to Real Estate; vacating that Marana Main Street public right-of-way associated with a driveway turnout located along the frontage of the new Northwest Fire District Administration Building parcel (Jane Fairall)

Discussion:

The new NWFD Administration Building parcel, located immediately north of Station 36, is served by a driveway turnout from Marana Main Street. NWFD has decided to access the Administration parcel from the south, through Station 36, and has requested that the 1,518 square foot area of public right-of-way associated with the driveway turnout be abandoned. If approved, this resolution will accomplish the requested abandonment.

The legal description and depiction of the driveway turnout right-of-way is attached as Exhibit A to the proposed Quit Claim Deed of Abandonment, in the backup materials for this item.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-086, vacating that Marana Main Street public right-of-way associated with a driveway turnout located along the frontage of the new Northwest Fire District Administration Building parcel.

Suggested Motion:

I move to adopt Resolution No. 2020-086 vacating that Marana Main Street public right-of-way associated with a driveway turnout located along the frontage of the new Northwest Fire District Administration Building parcel.

Attachments

Resolution No. 2020-086
OCD to NWFD for Turnout
EXH A to QCD legal description and depiction

MARANA RESOLUTION NO. 2020-086

RELATING TO REAL ESTATE; VACATING THAT MARANA MAIN STREET PUBLIC RIGHT-OF-WAY ASSOCIATED WITH A DRIVEWAY TURNOUT LOCATED ALONG THE FRONTAGE OF THE NEW NORTHWEST FIRE DISTRICT ADMINISTRATION BUILDING PARCEL

WHEREAS the Northwest Fire District owns a parcel of vacant land currently identified as Pima County Assessor's Parcel Number 217-37-069A, fronting Marana Main Street immediately north of Northwest Fire District Station 36, where Northwest Fire District plans to construct its new Administration Building (the "New NWFD Admin Parcel"); and

WHEREAS the public right-of-way of Marana Main Street fronting the New NWFD Admin Parcel includes a driveway turnout to serve the New NWFD Admin Parcel; and

WHEREAS Northwest Fire District plans to take its vehicular access through the adjacent Station 36 parcel and has requested the Town to vacate 1,518 square feet of public right-of-way associated with the driveway turnout; and

WHEREAS the Town of Marana is authorized by A.R.S. §§ 9-240 (B)(3)(e) and 28-7205 to vacate and abandon Town roadways; and

WHEREAS the Town Council finds that the value of the driveway turnout right-of-way is nominal and that vacating the driveway turnout right-of-way 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:

SECTION 1. The Town of Marana hereby vacates and abandons the driveway turnout right-of-way more particularly described and depicted in Exhibit A to the Quit Claim Deed of Abandonment found in the Council's agenda materials accompanying this resolution.

SECTION 2. The Town Engineer is hereby authorized to sign the Quit Claim Deed of Abandonment in substantially the form found in the agenda materials accompanying this resolution, quit-claiming the driveway turnout right-of-way to Northwest Fire District, the current owner of the adjacent land.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

QUIT CLAIM DEED OF ABANDONMENT

Exempt: A.R.S. § 11-1134 (A) (3)

THE TOWN OF MARANA, an Arizona municipal corporation, hereby quit-claims in favor of NORTHWEST FIRE DISTRICT, a body politic of the State of Arizona, the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED AS
EXHIBIT "A" TO THIS QUIT CLAIM DEED OF ABANDONMENT AND
INCORPORATED HERE BY THIS REFERENCE

DATED August _____, 2020.

THE TOWN OF MARANA, an Arizona
municipal corporation

By: _____
Keith Brann, Town Engineer*

*Per Marana Resolution No. 2020-086

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on August _____, 2020, by Keith Brann, Town Engineer of THE TOWN OF MARANA, an Arizona municipal corporation, on its behalf.

(Seal)

_____
Notary Public

Exhibit "A"
Legal Description
Quit Claim of Right of Way

A portion of the Right-of-Way of Marana Main Street as shown on the Record of Survey recorded in Book 36, Page 25, Records of Survey, Records of Pima County, Arizona, located in the northwest quarter of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of said Section 27, said point being a brass cap survey monument located in the intersection of Grier Road and Sandario Road, from which the north one-quarter corner of said Section 27, being a brass cap survey monument located in the intersection of Greir Road and Lon Adams Road, bears North 89 degrees 32 minutes 53 seconds East, a distance of 2636.89 feet;

THENCE upon the north line of said northwest quarter North 89 degrees 32 minutes 53 seconds East, a distance of 1514.69 feet to the centerline intersection of Grier Road and Marana Main Street;

THENCE upon the centerline of Marana Main Street South 00 degrees 28 minutes 58 seconds East, a distance of 207.16 feet to a point of curvature of a tangent curve, concave to the west;

THENCE upon said curve to the right, having a radius of 500.00 feet and a central angle of 16 degrees 59 minutes 31 seconds, for an arc distance of 148.28 feet to a point of tangency;

THENCE continue upon said centerline South 16 degrees 30 minutes 33 seconds West, a distance of 50.95 feet;

THENCE leaving said centerline North 73 degrees 29 minutes 27 seconds West a distance of 45.00 feet to the westerly Right-of-Way line of said Marana Main Street and the **POINT OF BEGINNING**;

THENCE South 16 degrees 30 minutes 33 seconds West, a distance of 100.00 feet to a point of cusp of a non-tangent curve, concave to the southwest, having a radial bearing of North 73 degrees 29 minutes 27 seconds West;

THENCE upon said curve to the left, having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet to a non-tangent line;

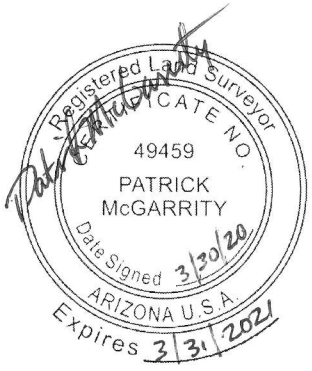
THENCE North 16 degrees 30 minutes 33 seconds East, a distance of 50.00 feet to a point of curvature of a non-tangent curve, concave to the north, having a radial bearing of North 16 degrees 30 minutes 33 seconds East;

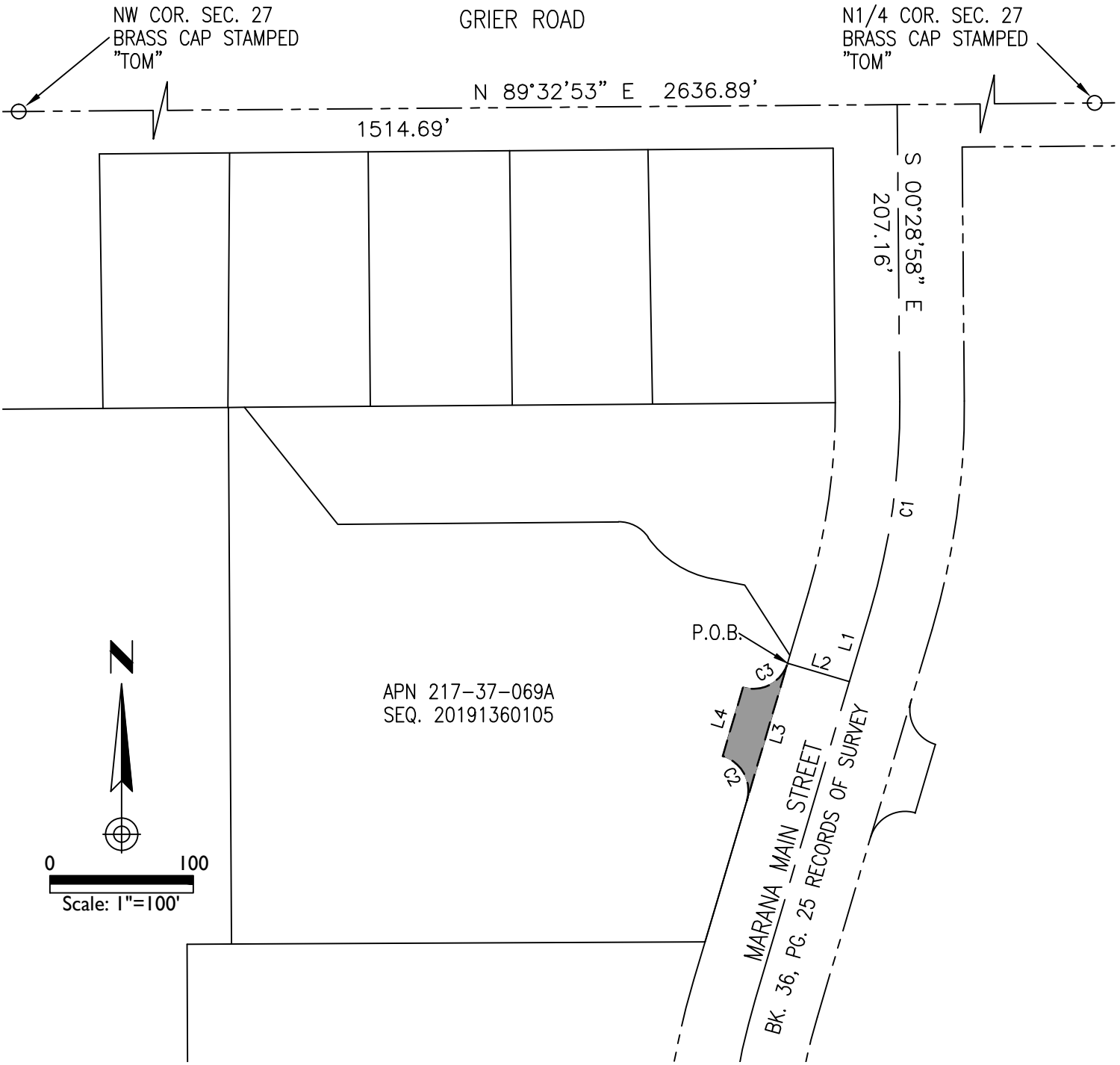
THENCE upon said curve to the left, having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds, for an arc distance of 39.27 feet to the **POINT OF BEGINNING**.

Said portion of land containing 1518 square feet of land, more or less.

See depiction of Exhibit A made a part hereof.

Prepared by: EPS Group Inc.
EPS Job No. 19-1113
Patrick McGarrity RLS
AZ RLS #49459





LINE	BEARING	DISTANCE
L1	S 16°30'33" W	50.95'
L2	N 73°29'27" W	45.00'
L3	S 16°30'33" W	100.00'
L4	N 16°30'33" E	50.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	500.00'	16°59'31"	148.28'
C2	25.00'	90°00'00"	39.27'
C3	25.00'	90°00'00"	39.27'

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
WWW.EPSGROUPINC.COM

DEPICTION OF EXHIBIT A

Portion of NW 1/4 of Section 27, T-11-S, R-11-E, G&SRM, Pima County, AZ

Sheet No. 2 of 2

Job No. 19-1113

Apr 02, 2020 8:08am P:\EPS\19-1113\Survey\Legals\19-113 ROW Quit Claim.dwg

Council-Regular Meeting **A4**

Meeting Date: 08/18/2020

To: Mayor and Council

Submitted For: Scott Schladweiler, Water Director

From: Frank Cassidy, Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-087: Relating to Utilities; approving and authorizing the Mayor to sign the Intergovernmental Agreement between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water (Scott Schladweiler)

Discussion:

Marana Water and Tucson Water staffs have negotiated an "Intergovernmental Agreement between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water," more commonly referred to as the "Tucson Water Wheeling IGA," to facilitate the wheeling of a portion of Marana Water's allocation of Central Arizona Project water through Tucson Water's potable water delivery system to locations of interconnection to Marana Water's service area in the Marana town limits.

The Tucson Water Wheeling IGA will allow Marana Water to provide potable water service to developable properties located within the town limits of the Town of Marana that are too far away from existing Marana Water facilities to receive cost-effective service from Marana Water and are close enough to be served by water lines owned and operated by Tucson Water but do not meet Tucson Water's water service policy.

Financial Impact:

The Tucson Water Wheeling IGA will require the Town to pay various costs associated with wheeling the water through Tucson Water's system, including the costs of storing a portion of Marana Water's CAP allocation in Tucson Water's recharge basins and the energy costs to deliver the water to each interconnect to the Marana Water system. However, Town staff anticipates that these costs will be passed through to the customers served through each of the interconnects. In the end, the Tucson Water Wheeling IGA

should be cost-neutral to the Town.

Costs to be paid under the contract will depend on customer demand. As this is a new contract, anticipated demand for fiscal year 2020-2021 was deemed to be insignificant in total volume. Any expenses associated with this contract will be covered through existing Water Department's budget appropriations.

The attached memorandum describes the methodology used to determine the volume charge (or wheeling rate) for delivery of wheeled CAP water to Oro Valley, and was similarly used to determine the rate for Marana Water.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2020-087, approving and authorizing the Mayor to sign the Tucson Water Wheeling IGA.

Suggested Motion:

I move to adopt Resolution No. 2020-087, approving and authorizing the Mayor to sign the Tucson Water Wheeling IGA.

Attachments

Resolution No. 2020-087
IGA Marana for Delivery of CAP
Oro Valley Wheeling Memo
Tucson Water Wheeling Presentation

MARANA RESOLUTION NO. 2020-087

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA RELATING TO THE DELIVERY OF CENTRAL ARIZONA PROJECT WATER

WHEREAS the staffs of Marana Water and Tucson Water have negotiated an "Intergovernmental Agreement between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water" (the "Tucson Water Wheeling IGA") to facilitate the wheeling of a portion of Marana Water's allocation of Central Arizona Project water through Tucson Water's potable water delivery system to locations of interconnection to Marana Water's service area in the Marana town limits; and

WHEREAS the Tucson Water Wheeling IGA will allow Marana Water to provide potable water service to certain areas of land located within the town limits of the Town of Marana that are too far away from existing Marana Water facilities to receive cost-effective service from Marana Water and are close enough to be served by water lines owned and operated by Tucson Water but do not meet Tucson Water's water service policy; and

WHEREAS the Town Council finds that the Tucson Water Wheeling IGA is in the best interests of the Town and its residents.

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

SECTION 1. The Tucson Water Wheeling IGA in substantially the form included in the agenda materials accompanying this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA RELATING TO THE DELIVERY OF CENTRAL ARIZONA PROJECT WATER

THIS INTERGOVERNMENTAL AGREEMENT ("this IGA") is entered into by and between the CITY OF TUCSON ("Tucson"), an Arizona municipal corporation, and the TOWN OF MARANA ("Marana"), an Arizona municipal corporation, relating to the delivery of Marana's Central Arizona Project (CAP) water through the Tucson Water potable distribution system, also referred to as wheeling. When acting through their respective water departments, Tucson and Marana are sometimes referred to in this IGA as Tucson Water and Marana Water, respectively. Tucson and Marana are sometimes collectively referred to as the "Parties" and each individually referred to as a "Party."

RECITALS

A. Tucson and Marana may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq*.

B. Marana has an allocation of CAP water, a portion of which can be delivered to Tucson Water underground storage facilities in Avra Valley and subsequently recovered and conveyed through Tucson's potable water distribution system.

C. Tucson currently has excess underground storage and system delivery capacity to store, and deliver Marana's CAP water.

D. Tucson has developed a wheeling rate and study of the feasibility of interim storage and delivery of a portion of Marana's CAP allocation through the Tucson Water potable distribution system, and the study report is attached as Exhibit A.

E. The Tucson Water potable distribution system has the current hydraulic capacity to deliver up to 250 acre-feet per year of Marana's CAP water to locations in the town limits of Marana pursuant to and during the term of this IGA. The specific system capacity at each proposed MWSA location will be verified prior to initiating a project.

F. Marana and Tucson desire to mutually cooperate to deliver additional renewable CAP water supplies to protect and preserve groundwater in Southern Arizona.

G. Marana owns and operates a water utility within and outside Marana's town boundaries.

H. Tucson is authorized by the Tucson Charter, Chapter IV, Section 1(7) "...to establish, maintain, equip, own and operate, works and appliances within and without the city for supplying Tucson and its inhabitants also persons, firms and corporations outside Tucson, including other municipal corporations, with water...."

I. Tucson owns and operates a water utility within and outside the city limits of Tucson, and provides water service within Marana's town limits.

J. Marana desires to provide potable water service within the Marana town limits and in the Marana Water intended service area (the "MWSA") in areas not currently served by Marana or Tucson.

K. Although this IGA is for a set term of years, the Parties intend for water connection and water resource obligations undertaken by the Parties pursuant to this IGA to be permanent and to

provide a permanent supply of potable water to customers served through MWSA Interconnects (as defined in subparagraph 2.c below), unless later modified by mutual agreement of the Parties in reliance on an alternative supply of potable water to the customers served through MWSA Interconnects.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this IGA, the Parties covenant and agree as follows:

1. Statement of purpose. This IGA is intended to create, set forth, and define the relationships between Marana and Tucson regarding the extent and terms of water interconnections and wheeling between the potable water systems owned by Tucson and Marana.

2. Delivery to the MWSA. Tucson will take delivery of up to 250 acre-feet per year for recharge of CAP water, and recover a volume sufficient to deliver Marana's annual expected water usage through MWSA Interconnects (as defined in subparagraph 2.c below).

a. Marana will store up to 250 acre-feet per year of its CAP water in Tucson underground storage facilities located at the Central Avra Valley Storage and Recovery Project (CAVSARP) and the Southern Avra Valley Storage and Recovery Project (SAVSARP), for subsequent delivery to the MWSA.

b. Marana will make the necessary arrangements with the Central Arizona Water Conservation District ("CAWCD") for up to 250 acre-feet per year of Marana's CAP water to be delivered to Tucson's underground storage facilities at CAVSARP and SAVSARP.

i. Marana will annually coordinate with Tucson regarding the monthly schedule for delivery of Marana's CAP water for recharge at least 30 days prior to each Party's final placement of the order with CAWCD for the following calendar year. Marana is responsible for placing its order with CAWCD each year based on Marana's estimate of the annual expected water usage through MWSA Interconnects. Tucson shall coordinate the underground storage facility schedule with CAWCD. If Tucson and Marana are unable to reach an agreement about the timing of Marana's deliveries, Marana will place its order according to an even 11-month delivery schedule, with no anticipated deliveries during the month of November.

ii. The volume of the delivery of up to 250 acre-feet of Marana's CAP water will be calculated annually to include adequate storage volumes to account for any cut to the aquifer for long term storage that will be required by the Arizona Department of Water Resources (ADWR). This cut is currently established at 5%, pursuant to A.R.S. § 45-852.01.

iii. The volume of the delivery of up to 250 acre-feet of Marana's CAP water will be calculated annually to also include evaporation losses at Tucson's storage facilities that will be calculated by Tucson in accordance with the terms of its storage permits (typically around 1% per year), and 4% system losses during transmission from the storage and recovery facility to the delivery point to Marana.

iv. If the volume of water delivered through all of the MWSA Interconnects during the just-ended calendar year as reported by Marana pursuant to subparagraph 4.c below

exceeds the amount ordered by Marana from CAWCD for that calendar year, the shortage amount shall be added to Marana's CAWCD order for the following calendar year pursuant to subparagraph i above and shall be delivered as soon as possible to Tucson's underground storage facilities at CAVSARP and SAVSARP. Alternatively, Marana may transfer long term storage credits to balance any shortages incurred.

c. Tucson Water will deliver a cumulative total of up to 250 acre-feet per year of potable water recovered from Marana's stored CAP water to the MWSA via one or more points of interconnection to the MWSA (the "MWSA Interconnects"; individually an "MWSA Interconnect"), in locations mutually agreed upon by the Marana Water Director and the Tucson Water Director.

d. The manner of interconnection at each MWSA Interconnect shall be mutually agreed upon by the Marana Water Director and the Tucson Water Director. The purpose of this section is to allow reliable, measured connections to the Tucson Water system that accurately meter the water served to Marana customers without resulting in excess infrastructure maintenance costs. Depending on the type and nature of the development (whether as a single or small number of premises or a multi-lot subdivision) to be served through the MWSA Interconnect, the interconnection can be made with only a valve at the MWSA Interconnect (with Marana water meters at individual service connections), a valve and a water meter, a backflow device and a valve, a backflow device and a water meter, or any other combination of equipment or facilities agreed upon by the Marana Water Director and the Tucson Water Director, consistent with Tucson Water and Town of Marana design standards.

e. Where fire hydrants and fire services are required, they shall be connected to the MWSA Interconnect without passing through a water meter. Marana shall be responsible for fire hydrants and fire services connected through each MWSA Interconnect. Marana may charge its customer for fire services.

f. With respect to each MWSA Interconnect, the Tucson Water Director and the Marana Water Director shall mutually agree on and identify the exact location where Tucson's ownership and maintenance responsibility ends and Marana's ownership and maintenance responsibility begins.

g. Marana shall be responsible to approve and certify the assured water supply for any development or subdivision served by a MWSA Interconnect pursuant to this IGA.

3. Term. The term of this IGA will be ten years with successive ten-year renewable terms upon mutual written agreement of the Marana Water Director and the Tucson Water Director.

a. The term shall commence on the first date of actual delivery through the first MWSA Interconnect.

b. Tucson and Marana shall work together to commence delivery to the first MWSA Interconnect on or before September 1, 2020.

c. The Parties will leave this IGA in place permanently for Marana potable water customers whose only available source of reliable potable water delivery is through an MWSA Interconnect, subject to generally-applicable Tucson Water rate and fee increases and adjustments.

4. Volume Charge. Marana will pay Tucson Water a volumetric charge of $499.89 per acre-foot for each acre-foot of potable water delivered up to the 250 acre-feet per year and within the term of this IGA.

a. Upon renewal of this IGA for an additional ten-year term, the payment per acre-foot may be amended by Marana Water and Tucson Water. The mutual consent of the Tucson Water Director and the Marana Water Director shall be necessary to establish the amended volume and cost per acre-foot.

b. Payments and water transfers required under this IGA will occur after the end of each fiscal year; that is, after June 30 of each calendar year.

c. Within 15 days after the end of each calendar year and fiscal year, Marana shall report to Tucson Water the water meter and billing information for all water delivered through all of the MWSA Interconnects during the just-ended calendar year or fiscal year. If requested by Tucson Water, Marana shall provide a separate accounting for the water meter and billing information for each individual MWSA Interconnect and shall provide any requested and available backup documentation.

d. Within 31 days after the end of each fiscal year, Tucson shall invoice Marana the volumetric charge for all water delivered through all of the MWSA Interconnects for the just-ended fiscal year. Marana shall pay Tucson within 31 days of the invoice date.

e. Each MWSA Interconnect shall have a unique power cost made available to Marana prior to installation of infrastructure for that MWSA Interconnect. The Marana Water Director and the Tucson Water Director shall agree to the power costs for each MWSA.

f. Within 31 days after the end of each fiscal year, Tucson shall calculate and invoice Marana the additional power charge for each acre-foot of potable water delivered to the MWSA pursuant to this IGA. Marana shall pay Tucson within 31 days of the invoice date. The power charge will be calculated annually for each MWSA Interconnect, according to the Tucson Water rate cycle, using the most then-current methodology documented in Tucson Water's applicable wheeling study documenting the cost of power for wheeling to the MWSA Interconnects, according the rates charged to the Town of Oro Valley for a power wheeling charge.

g. Marana is currently participating with other public potable water providers in the Northwest Recharge Recovery & Delivery System (NWRRDS) project, which is expected to deliver recharged CAP water to a location closer to the anticipated MWSA Interconnects than Tucson's underground storage facilities at CAVSARP and SAVSARP. Upon completion of NWRRDS, the Parties may consider the potential to take deliveries from NWRRDS, so long as the Tucson Water Director approves the manner of delivery and quality of water, and so long as the resulting cost of power for wheeling to the MWSA Interconnects is thereby reduced.

5. Delivery quantity. Tucson Water may deliver up to 250 acre-feet per year to the MWSA during the term of this IGA. Any amendment to this IGA for additional deliveries beyond 250 acre-feet per year must be approved by mutual written agreement between the Tucson Water Director and the Marana Water Director and adopted by the Parties' respective governing bodies.

6. Infrastructure Requirements.

a. Tucson Water will design all of the equipment needed to connect Tucson Water potable infrastructure to each MWSA Interconnect including, but not limited to the pump, motor, the discharge header, valves, flow meter, electrical equipment, monitoring equipment, the pressure tank, and the below ground pipe.

b. Marana Water will provide the design parameters to Tucson Water who will design all infrastructure listed in subparagraph 6.a above in accordance with Tucson Water's published engineering standards.

c. Marana Water will review and accept all final designs prior to construction.

d. Marana will compensate Tucson Water for the design of these facilities at the "Developer–Required Facilities Rate for Electrical and Control System Design Fee", which fee is part of Tucson Water's standard rate schedule.

e. Marana will compensate Tucson for any plan review fees include in Tucson's New Development Plan Review Fee Schedule.

f. Tucson Water will be responsible for the construction of all infrastructure required to connect Tucson Water potable infrastructure to each MWSA Interconnect, including but not limited to pumps, motors, meters, valves, monitoring and control equipment, the pressure tank, pipe and other appurtenances.

g. Marana will pay for all infrastructure construction costs in subparagraph 6.f above.

h. For each MWSA Interconnect, Marana Water will prepare designs for the below ground pipe installation from the termination of the work referenced in subparagraph 6.f above to the Marana Water potable distribution system served by the MWSA Interconnect.

i. Warranties of workmanship and equipment will be provided through standard construction contract documents and manufacturer's warranty for any repair or replacement of infrastructure paid for by Marana and still under warranty. Beyond the warranty periods, Marana will be responsible to pay the costs to repair or replace all equipment that was paid for by Marana and installed by Tucson on Tucson-owned property. This includes installation of any new meters, pumps, motors, pressure tanks, pipe, valves, controls, instrumentation or other equipment or appurtenances provided by Marana, but does not include any pre-existing Tucson Water infrastructure.

7. Operation and Maintenance. Tucson shall perform all routine maintenance for the safe and reliable delivery of Marana's CAP-based potable water allotment to the MWSA. All day-to-day operations and delivery amounts will be determined and implemented by Tucson Water and Marana Water certified water operators.

8. Delivery Flow and Pressure. Tucson Water will deliver a daily amount of CAP-based water allotment based upon request by Marana Water.

a. Tucson Water will deliver an annual amount to Marana based on a mutually agreed upon schedule.

b. The daily amount of Marana's CAP-based allotment delivered through each MWSA Interconnect may vary based upon daily decisions made by the Tucson Water and Marana Water certified water operators.

c. Tucson Water will deliver water under sufficient pressure to each respective MWSA Interconnect.

d. In an emergency, Tucson Water will have the ability to shut off all deliveries to each respective MWSA Interconnect for the duration of the emergency and will notify the Marana Water certified water operators immediately. Tucson Water shall have discretion to determine whether such an emergency condition exists within the Tucson Water potable distribution system.

e. If Marana does not maintain a regular minimum flow through each MWSA Interconnect, Tucson Water cannot warrant that the water quality in the lines will be maintained in adequate condition for potable water deliveries, and water necessary for flushing or refilling will be included as part of Marana's total deliveries.

9. Regulatory Requirements. Marana Water and Tucson Water will cooperate to meet all regulatory requirements and acquire any permits required.

a. Tucson and Marana will comply with all ADWR regulations regarding the recovery and delivery of potable water.

i. Marana Water will obtain a storage permit to store its CAP water in Tucson Water's CAVSARP and SAVSARP recharge facilities.

ii. Marana Water will obtain recovery well permits to allow the recovery of its CAP water from Tucson Water's CAVSARP and SAVSARP facilities. The Marana Water Director and the Tucson Water Director shall agree which facilities will be included on the recovery permits prior to permit application. The recovery facilities shall be within the one-mile safe harbor zone.

iii. Marana will pay all permit fees and storage costs and will be responsible for preparing and submitting all reports associated with its storage and recovery well permits based upon information provided by Tucson. Tucson Water shall provide data for reports to Marana no later than January 31 of each year.

iv. Whenever possible, all water stored by Tucson for Marana will be used in the same year stored. To the extent that long-term CAP storage credits are generated for Marana at Tucson facilities, Marana will pay one time storage costs based on the Tucson "Water Bank" storage rate (currently $16 per acre-foot and increasing at 3% per year) for each acre-foot of CAP water delivered to Tucson facilities. Due to evaporation losses and the cut to the aquifer, this will result in paying storage fees for the percentage of each delivery that does not result in a corresponding amount of annual or long-term storage credits.

v. In accordance with subparagraphs 2.b and 2.b.i above, Marana is responsible for ordering sufficient amounts of CAP water from its CAP allocation to account for its total deliveries to the MWSA through the MWSA Interconnects. In the event that the storage balance is less than what is ordered by Marana, or an outage on the CAP canal or other event prevents Marana from delivering a sufficient volume of CAP water to Tucson's storage facilities during any calendar year and Marana desires to continue deliveries, then Marana will transfer to Tucson an equivalent number of credits from its existing long-term storage accounts already recharged at the SAVSARP facility to offset any negative storage balance, and will be responsible for locating alternate storage capacity for the balance of its order in other facilities.

vi. If, after termination of this IGA, there should be a negative storage balance of Marana's CAP water in Tucson storage facilities, Marana will transfer sufficient credits from its storage accounts to eliminate the negative storage balance.

vii. If, after termination of this IGA, there should be a positive storage balance of Marana's CAP water in Tucson storage facilities, Tucson will transfer sufficient credits from its storage accounts to eliminate the negative storage balance.

b. Tucson Water and Marana Water will comply with all National Primary Drinking Water Regulations (NPDWRs or primary standards) as enforced by the Arizona Department of Environmental Quality (ADEQ).

i. Tucson Water is responsible for complying with all NPDWRs and policies enforced by ADEQ as they relate to wholesale systems that deliver finished water to a consecutive system.

ii. Tucson Water and Marana Water will comply with all NPDWRs and policies enforced by ADEQ, including regulatory requirements that are applicable to a consecutive water system.

iii. Tucson Water will provide applicable water quality data no later than April 1 to Marana Water at least annually to be used for Marana Water's consumer confidence report, and upon Marana Water's request.

iv. Tucson and Marana will acquire all the required approvals of construction.

10. Storage Balance Reconciliation. By end of February each calendar year, Tucson and Marana will provide each other with sufficient information to complete its required ADWR reporting by March of each calendar year and Tucson will calculate the preceding calendar year's volume of Marana's water in storage. The amount of water delivered from CAWCD can exceed annual deliveries to the MWSA so long as there is an ADWR accounting of Marana credits in Tucson Water's recharge facilities.

a. The Tucson Water CAP allocation will have first priority for storage during any scheduled delivery month, immediately followed by Oro Valley, Pascua Yaqui, Vail Water Company, Marana, Phoenix, and other parties with storage agreements with Tucson Water on the effective date of this IGA. If Tucson Water commits but is for any reason unable to store water for Marana, Tucson Water shall notify Marana immediately to allow Marana to store water elsewhere, and Tucson Water shall pay all costs of any resulting credit transfers incurred by Marana and to recover water stored at an alternate location. Water will continue to be recovered from CAVSARP and SAVSARP and delivered to the MWSA Interconnects even if deliveries are unable to be stored for Marana.

b. This reconciliation process will be necessary to account for unexpected problems such as CAP canal outages, changes in facility infiltration rates, power interruptions, or failures in water system assets.

11. Priority of Storage. The following describes the priority that entities have to store CAP water in Tucson Water recharge facilities:

a. Tucson has priority of storage for its water orders over all other entities and agreements.

b. Any pre-existing contracts Tucson has, at the date of this IGA, with other entities to store their CAP M&I water will have priority above Marana to store in Tucson recharge facilities.

c. Marana will have priority to store its water in Tucson's recharge facilities over the Arizona Water Banking Authority.

12. Additional Documents. The Parties agree to execute such further documents as may be necessary to carry out the terms and intent of this IGA.

13. Entire Agreement. This IGA contains the entire agreement between the Parties, and the terms of this IGA are contractual, and not merely a recital.

14. Recordation. This IGA shall be recorded with the County Recorder of Pima County, Arizona after this IGA has been approved and signed by the Parties.

15. Successors and Assigns. This IGA and all of its terms and provisions shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

16. Notices. All notices shall be in writing and together with other mailings pertaining to this IGA shall be made to:

FOR MARANA:

Town Manager
Town of Marana
11555 West Civic Center Drive, Bldg. A
Marana, Arizona 85653

WITH COPIES TO:

Marana Water Director
Town of Marana
11555 West Civic Center Drive, Bldg. B
Marana, Arizona 85653

Marana Town Attorney
Town of Marana
11555 West Civic Center Drive, Bldg. A
Marana, Arizona 85653

FOR TUCSON:

Director
Tucson Water
P.O. Box 27210
Tucson, AZ 85726

WITH A COPY TO:

City Attorney
City of Tucson
P.O. Box 27210
Tucson, AZ 85726

or as otherwise specified from time to time by each Party

17. Miscellaneous. The Parties agree and acknowledge that time is of the essence with respect to this IGA. If any lawsuit or other enforcement proceeding is brought to enforce this IGA, the prevailing Party shall be entitled to recover the costs and expenses of such action and reasonable attorneys' fees incurred. This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.

18. Effective Date. This IGA shall become effective when this IGA has been signed by all of the Parties and their respective legal counsel and has been recorded at the office of the Pima County Recorder and in accordance with subparagraph 3.a above subject to paragraph 3 above ("Term").

19. Conflict of Interest. This IGA is subject to A.R.S. § 38-511, which provides for cancellation of contracts by municipalities for certain conflicts of interest.

IN WITNESS WHEREOF, each of the Parties has executed this IGA as of the signature date below.

CITY OF TUCSON	**TOWN OF MARANA**
_____	_____
Mayor Regina Romero	Mayor Ed Honea
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Roger Randolph, City Clerk	Cherry L. Lawson, Town Clerk

ATTORNEY CERTIFICATION

The foregoing intergovernmental agreement between the Town of Marana and the City of Tucson, has been reviewed on the date set forth below pursuant to A.R.S. § 11-952 by the undersigned attorneys, each of whom has determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona to the Party represented by the respective undersigned attorney.

Mike Rankin, City Attorney City of Tucson	Frank Cassidy, Town Attorney Town of Marana
Date: _____	Date: _____

LIST OF EXHIBITS

Exhibit A Study report of Tucson wheeling rate and study of the feasibility of interim storage and delivery of a portion of Marana's CAP allocation through the Tucson Water potable distribution system

RAFTELIS
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Charlotte, NC 28202

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MEMORANDUM

TO: Timothy Thomure, Tucson Water

FROM: Deb Galardi, Galardi Rothstein Group
Harold Smith, Raftelis Financial Consultants

DATE: February 2, 2017

RE: Revised Wheeling rates for Oro Valley Water Utility

Introduction

In June 2011 Tucson Water, in conjunction with CH2M HILL, completed the *Water Wheeling Rate Study for Metropolitan Domestic Water Improvement District and Town of Oro Valley Water Utility* (CH2M HILL, June 2011). Subsequent to the study completion, Tucson Water entered into an agreement with Oro Valley for water wheeling, which included a five-year fixed rate based on the 2011 Rate Study methodology. While the 2011 methodology generally followed industry standard principals for water rate setting, particular components of the methodology were tailored to conform to an earlier (2001) settlement agreement, and reflect negotiations among the parties.

In the fall of 2016, RFC was requested to update the water wheeling rates based on the 2011 Rate Study methodology, to reflect current financial and other information from Tucson Water's most recent financial plan and cost-of-service analysis. The initial update was completed in October 2016. Subsequent to this update, CH2M HILL submitted the "2017 Wheeling Agreement Review" (dated January 12, 2017) which identifies issues with the updated rates, and provides suggested revisions.

This memorandum summarizes our responses to the primary issues raised in the 2017 CH2M HILL Review, and provides a slightly modified rate recommendation reflecting additional discussions with Tucson Water staff.

Comments on 2017 CH2M HILL Review

Update Methodology

The wheeling rate, as developed in the 2011 methodology, is established based on a system average cost per unit of water sold, where costs reflect the annual cash basis revenue requirements (operation, maintenance, and capital) associated with wheeling water under average demand conditions, and water volumes are limited to potable water sales. The 2016 wheeling rate update conducted by RFC utilized the same methodology (and excel model) as was developed in 2011 by CH2M HILL.

Contrary to the statement on Page 9 (last sentence) of the 2017 CH2M HILL Review, there were **no changes to the methodology**, only changes in inputs. Consistent with the 2011 Wheeling Rate Study, the 2016 update is based on revenue requirements from Tucson Water's most recent financial plan (in this case fiscal year 2016/17), and determination of base demand costs reflect the most recent cost allocations

development in Tucson Water's adopted cost-of-service rates. To the extent that the prior methodology was based on industry standard practices (or in the case of some items, negotiations), the updated modeling work is also.

Declining Potable Water Sales

As stated in the original 2011 Water Wheeling Rate Study report, the "*Wheeling Rate Study is not based on a volume of wheeled water, and changing the amount will not impact the per acre-foot cost for this short-term agreement*" *(page 4)*. Instead the cost per acre-foot is established based on potable sales only. Under this methodology, as potable sales change, so does the system average unit cost, and the rates for individual customers (both potable and wheeled water customers). Furthermore, Page 2 of the 2011 Report indicated: "*This water wheeling rate study is based on numerous assumptions. Changes in these assumptions could have a material effect on study findings.*" There have been significant changes in assumptions with respect to water sales, etc., since the original rates were established in 2011, and these changes result in a material change in the rates.

By tying the five-year "fixed rate" to the forecast increases in Tucson Water's previous financial plan, there was acknowledgement that the wheeling rate should be adjusted to account for changes in volumes and expenses that were factored into the planned rate increases. The fact that the planned increases changed significantly does not negate this fact, only suggests that larger rate increases were warranted.

In summary, the claim that lower demand should not impact the wheeling rates is off base. The 2011 methodology establishes the wheeling rate as wheeling costs divided by *potable water sales*; as either the numerator or denominator of the unit cost changes, so does the rate. Furthermore, lower demand impacts all rates unless costs decline proportionate to demand, which is not the case for water systems that have a high proportion of fixed costs. Tucson Water's retail customers have experience larger than expected rate increases as a result of lower demand and there is no reason wheeling customers should be exempt from the effects of declining demand, if the rates are to remain fair and equitable for all.

Capital Costs

The 2017 Review suggests that the portion of capital costs included in wheeling should not exceed 12 percent, as determined in the 2011 Rate Study. There are two variables that impact the portion of capital costs included in the wheeling rates: 1) the relative plant investment in included assets, and 2) the portion of included assets that are allocated to base demand.

Included Assets

In determining the portion of capital costs to include in the wheeling rates, the updated modeling uses the same assumptions about included assets as the prior negotiated analysis. Specifically, wheeling-related costs are limited to the following system components: wells, water treatment plant, buildings, and general plant. Furthermore, the updated analysis goes a step further to deduct the value of the AOP assets from wells and water treatment, as these facilities are not related to providing wheeled water.

As mentioned above, the basic methodology established in 2011 is a system average unit cost. As such, there is no determination of what portion of capacity is needed to serve existing customers vs. future growth. Additional investment in water treatment and other included assets has increased water reliability for all customers.

Planning Factors

Consistent with standard industry practice, the allocation of system revenue requirements to base and extra-capacity follows the utility's planning factors. Tucson Water updated its planning factors in 2012 (one year after the original wheeling rates were developed) to reflect changes in system demand patterns (i.e., a reduction in peak demands). Consistent with the 2011 methodology, the updated modeling utilizes Tucson Water's most recent cost of service analysis (in this case fiscal year 2016/17) to allocate costs to base and extra capacity components. Based on the revised planning factors, the portion of costs allocated to 'base' increases relative to extra capacity. This is a primary factor in the wheeling portion of capital costs increasing from 12% to 14.3% in the updated modeling. Retail customers were similarly impacted by this change – with moderate cost shifts away from higher peaking customer classes.

In summary, the claim that the wheeling share of capital costs should remain at 12% is off base. The 14.3% is reflective of the current capital cost structure and cost of service analysis. The capital components are limited to the prior negotiated asset categories, and care was taken to exclude new investments in non-wheeling assets related to AOP.

Changes in O&M Expenses

With respect to the three (3) adjustments recommended on Page 6 of the 2017 Review (which we also noted previously as requiring further staff review):

a. Cost of additional personnel – There is no justification provided for elimination of these costs, and prior discussion with staff indicated that it should be included.
b. Property Management – It is our understanding from the prior Vail Wheeling analysis that a large part of the increase in these costs since the 2011 analysis was due to a new contract (at BK Farms). For the Vail analysis, 75% of this line item is excluded from the wheeling rate.
c. Quality Control – The issue here is that based on recent changes to the cost of service analysis, 100% of these costs are now allocated to "meters & services" (a move to enhance general rate reliability). As we noted during the update, the prior (2011) modeling included O&M costs allocated to meters & services in the wheeling allocation. However, previously, only 50% of quality control costs were allocated to base and meters & services, and therefore included in wheeling costs. The Vail wheeling analysis excludes meters & services costs, so 0% of Quality Control costs are included in the wheeling rates.

Other Comments

Additional comments related to points raised in the 2017 Review are as follows:

1. Page 4 notes that revised rate should not exceed the escalated rate of $462.07; however, as noted the costs do not remain proportionate to the original analysis due to changes in planning factors and Tucson Water's cost structure.

2. Page 5 notes a difference between the model rate of $484.80 and the agreement $484.83. The $484.83 is also in the updated model (tables added by RFC) and uses a cubic feet to acre-feet conversion consistent with the Vail analysis (which differs slightly from CH2M Hill's calculations).

3. Future Adjustment to Wheeling rates – Page 8 correctly points out the difficulties of tying the wheeling rate increases to the overall increases in the financial plan (i.e., different cost drivers

like power and CAP commodity costs). Our recommendation would be to update the analysis more regularly (e.g. every 1-2 years), to ensure that the wheeling rates reflect changes in those costs specifically.

Recommended Modifications

Based on further discussions with Tucson Water staff, we recommend the following modifications to the preliminary calculations:

1. To be consistent with the wheeling rate analyses conducted subsequent to 2011 for the Vail Water Company, discount Property Management costs included in wheeling by 75 percent.
2. Adjust Quality Control costs to exclude the portion of the program costs not related to transmission line maintenance (about 50 percent); include 63 percent of remaining costs, to reflect the base portion of transmission assets.
3. Include estimated wheeled volumes in the denominator of the unit cost equation. Since 2011, wheeled volumes have become a more consistent part of Tucson Water's sales volumes, and it is appropriate to spread costs over the combined potable and wheeled water volumes to determine the average system cost.

Finally, at the request of Tucson Water, RFC reduced the wheeling portion of capital costs from 14.3 percent to 12 percent, to approximate the mid-point between the 2011 analysis and the updated calculations.

Based on these revisions, the updated wheeling rate is shown in Table 1.

Table 1
OVWC Water Wheeling Study
Summary of Wheeling Costs and Rates (FY2016/17)

Description	Wheeling $	$/AF
Operation & Maintenance	$27,513,502	$316.75
Taxes	$0	$0.00
Capital Requirements	$8,938,200	$102.90
Total	**$36,451,702**	**$419.65**
Potable Water Sales (Ccf)	36,532,402	
Potable Water Sales (AF)	83,861	
Wheeled Water (AF)	3,000	
Total Water Sales (AF) [1]	86,861	

[1] AF = Ccf X 100 X 7.48 / 325851

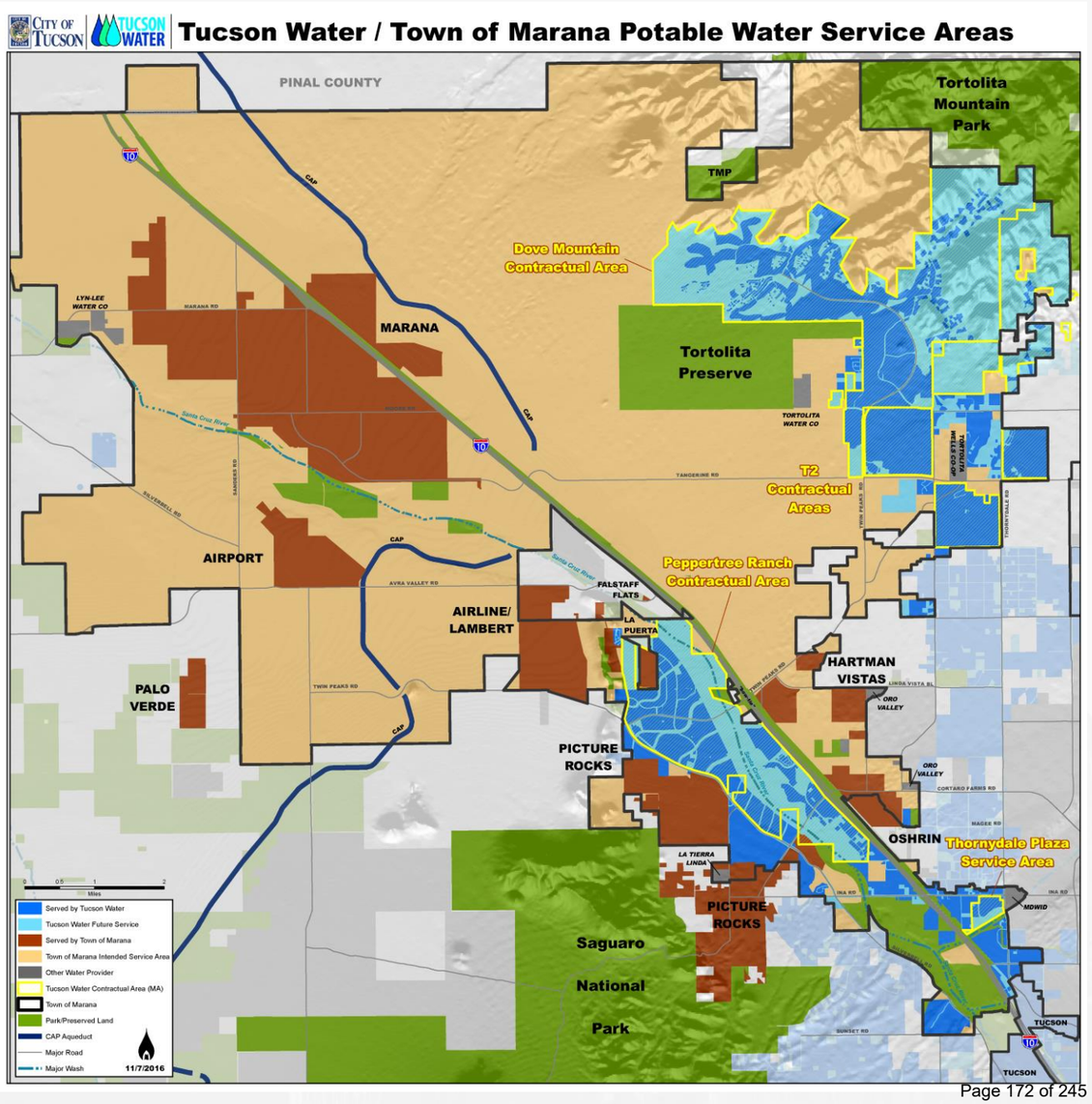
Tucson Water IGA for Wheeling CAP Water

Scott Schladweiler, Water Director

August 18, 2020

Current Water Service in Marana: Big Gaps

- Yellow borders/cross-hatch = contracted TW areas (no issues)
- Dark brown = served by MW (no issues)
- Dark blue = served by TW with current IGA; MW provides water resources (no issues)
- **Wheeling IGA = allows MW to serve tan & light blue areas that can be reached with TW infrastructure**



Proposed Wheeling IGA

- Deliver portion of Marana's CAP allocation (wet water) to Tucson Water's underground storage facilities (SAVSARP and CAVSARP)
  - Demands estimated and ordered annually
- Water is pumped and delivered to the points of connection via Tucson Water infrastructure
  - Recovered water through Tucson Water's wells
- Applies to areas within Marana town limits regardless of service area
- Blanket agreement; can be applied to multiple areas

Proposed Wheeling IGA

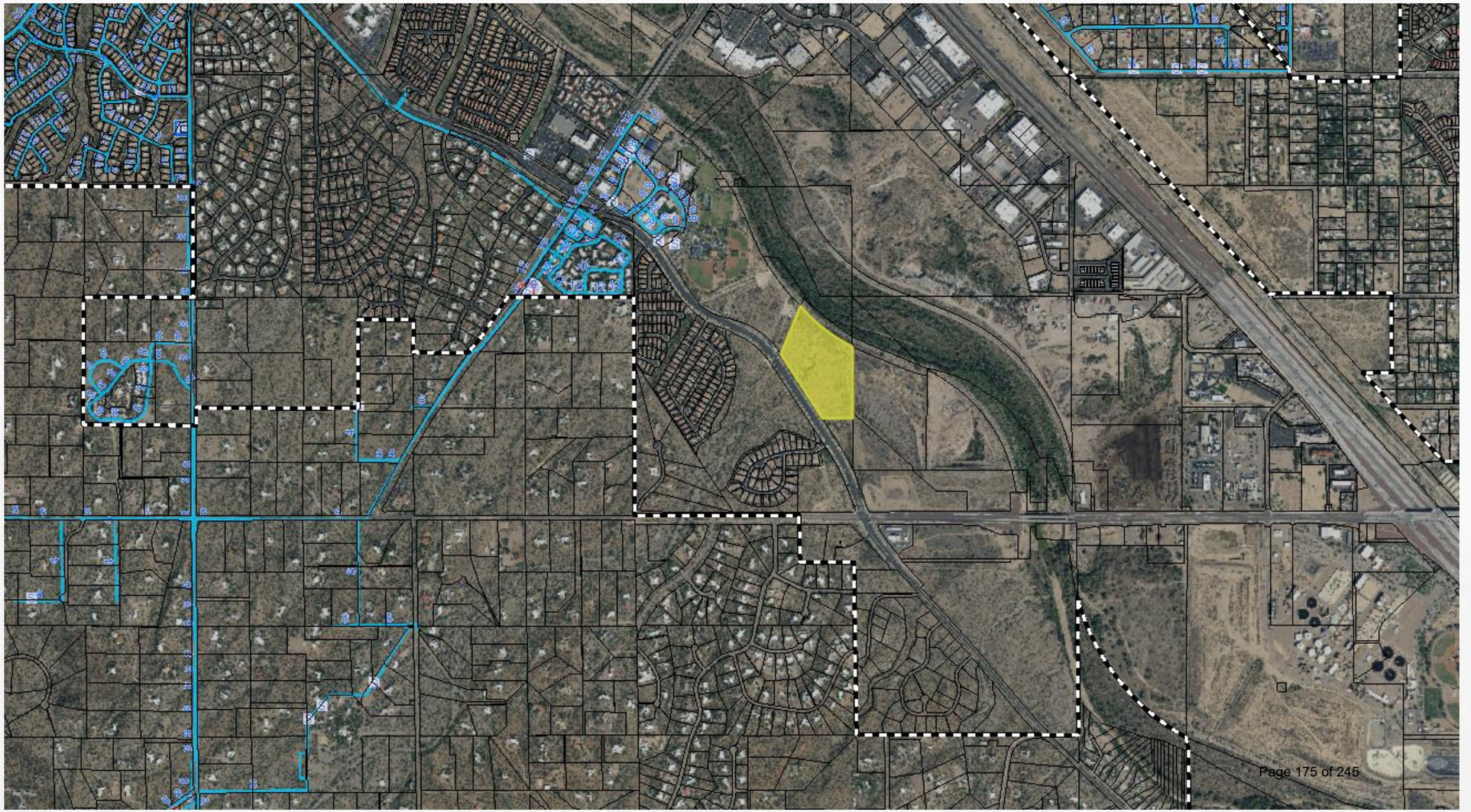
- Marana will sign off on assured water supply; Water supply will be permanent for each development
- Tucson Water will verify that they can meet the demands of the proposed development; Identify any infrastructure improvements required
- Point(s) of connection will be a valve or location decided by the Directors (or designees)
- All infrastructure and customers within development will be Marana Water’s
- Customer meters will serve as billing meters

Proposed Wheeling IGA

- Will be reliant on Tucson Water for water service reliability and water quality

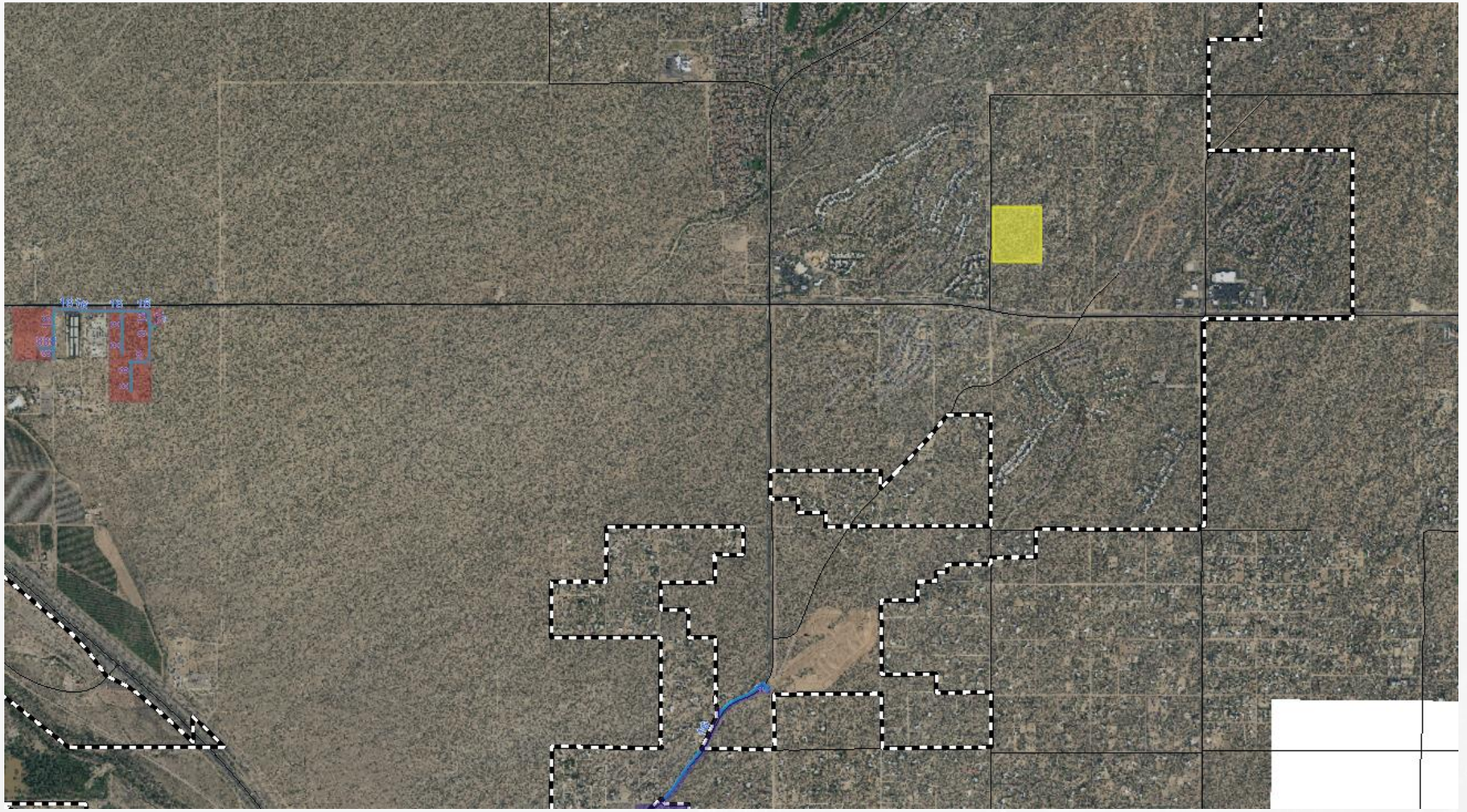
- May create satellite water systems

Proposed Project: Silverbell Gateway



Proposed Wheeling IGA

Proposed Project:
Hazra Property



Proposed Wheeling IGA - Costs

- Marana will pay $499.89 per acre foot to store and deliver Marana's CAP water
- Additional unique power costs will apply to specific developments for areas in higher elevation

  Example:
  - 163 unit development
  - Assuming 2.7 pph , 100 gpcpd, and 163 units
  - No additional power costs
  - 48.6 acre feet per year, or $24,305.76 per year
  - $1.53/1000 gallons

- Cost recovery
  - Separate line on water bill
  - Online map for future customers

- Will not collect Marana infrastructure impact fees; Only water resource development impact fee

Questions?

Council-Regular Meeting **A5**

Meeting Date: 08/18/2020

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-088: Relating to Utilities; approving and authorizing the Mayor to sign a protected facility agreement for the Artesiano water main (David L. Udall)

Discussion:

The Artesiano water main is located along Artesiano Road, which is just north of Ina Road and west of Wade Road. This agenda item presents a protected facility agreement for the Artesiano water main pursuant to Marana Town Code Section 14-4-3. In 2018, George F. and Graciela Z. Garcia paid for the Town to construct the water infrastructure necessary to serve their property, including a water manifold oversized to reasonably serve other new water customers in the same water pressure zone. If approved, this agreement will provide for fair-share reimbursement to the Garcias from other new water customers in the same water pressure zone for a period of 15 years or until the Garcias receive their total reimbursement under the terms of the agreement, whichever happens first. This reimbursement is accomplished with an "oversizing recovery charge" authorized by Marana Town Code section 14-4-3 (C). The agreement requires the Town to reimburse the oversizing cost as additional water connections are made, and costs are recovered, for the Artesiano protected main. The total reimbursement is currently estimated to be $19,929.36.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	N
Amount:	$0

The Department budget did not include an amount specific for such payments within the operating budget as the likelihood of any such reimbursement occurring during fiscal year 2020-2021 is very low. However, if any reimbursements were to occur they would be covered by the department's overall budget capacity.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2020-088, approving and authorizing the Mayor to sign the protected facility agreement for the Artesiano water main.

Suggested Motion:

I move to adopt Resolution No. 2020-088, approving and authorizing the Mayor to sign the protected facility agreement for the Artesiano water main.

Attachments

Resolution No. 2020-088

Exhibit A

MARANA RESOLUTION NO. 2020-088

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A PROTECTED FACILITY AGREEMENT FOR THE ARTESIANO WATER MAIN

WHEREAS in 2018, George F. Garcia and Graciela Z. Garcia (the "Garcias") paid for the Town to construct certain water infrastructure improvements along Artesiano Road to serve the land described in Exhibit A to the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on February 7, 2018 at Sequence 20180380264 (the "Garcia Parcel"); and

WHEREAS those water infrastructure improvements have the capacity to serve other new water customers in the same water pressure zone; and

WHEREAS Town staff has negotiated a Protected Facility Agreement with the Garcias in order to provide them with fair-share reimbursement for their construction costs from other new water customers in the same water pressure zone; and

WHEREAS the Mayor and Council find that the terms and conditions of the agreement are in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Protected Facility Agreement attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana, 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 18th day of August, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA
ARTISIANO PROTECTED FACILITY AGREEMENT

George F. and Graciela Z. Garcia

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and GEORGE F. GARCIA and GRACIELA Z. GARCIA, husband and wife (the "Applicant"). The Town and the Applicant are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time ("Marana Town Code Title 14").

B. The Applicant desires for the Town to provide water service to the land described in Exhibit A to the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on February 7, 2018, at Sequence 20180380264 (the "Garcia Parcel").

C. The Garcia Parcel is an approximately 4.7-acre parcel of land whose address is 7310 North Artesiano Road, located about 470 feet north of Ina Road and approximately 370 feet east of Artesiano Road and is outside town limits of the Town but within the Marana Water Department's Picture Rocks water service area.

D. On April 4, 2018, the Applicant paid the Town $21,175.00 for the Town to install certain water infrastructure improvements (the "Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Artesiano Rd. 6" Extension water plan, drafted by Tricon Contracting Inc. on March 14, 2018 and approved by the Marana Water Department at the time the Applicant submitted payment on April 4, 2020 (the "Facility Plan"), which is on file with the Marana Water Department.

E. The Town procured construction through City of Tucson Job Order Contract No. 171701, wherein construction costs were pre-determined. Tricon Contracting Inc. was the sole bidder and was therefore awarded the construction contract for installing the Facility.

F. Upon completion, the Facility was connected to the Town water system.

G. As constructed, the Facility includes elements and capacity sufficient to serve other new Town customers, and to that extent the Parties wish to provide for partial reimbursement to the Applicant in accordance with Marana Town Code section 14-4-3 (capacity requirements).

H. The Marana Water Department presented the Applicant with a reimbursement plan that recognizes 17 parcels within the Z zone that could reasonably be served by the Facility, with a total reimbursement potential of $19,929.36 for the connection of 24 equivalent demand units, as defined in subparagraph 1.4.4 of this Agreement (EDUs), within the zone to the Facility at an oversizing recovery charge rate of $830.39 per EDU (the "Reimbursement Plan").

AGREEMENT

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

1. The Facility

1.1. *Installation of the Facility.* The Town has installed the Facility depicted in the Facility Plan.

1.2. *Payment of connection fees.* Before any service connections are made to the Facility, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required by Marana Town Code Title 14.

1.3. *Anticipated cost per meter.* The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the effective date of this Agreement, the Town's fees and charges to install a three-fourths-inch water meter on the Garcia Parcel are:

1.3.1. Meter Install Fee: $400

1.3.2. Water Infrastructure Impact Fee: $4,110

1.3.3. Water Resource Development Fee: $4,575

1.4. *Oversizing Recovery Charge.* The Applicant hereby accepts the Reimbursement Plan. As a result, the Parties have determined that the service area for the Z zone will have sufficient capacity to reasonably serve an additional 17 parcels, constituting 24 EDUs, as a result of the Facility and after connection of the Garcia Parcel. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an "oversizing recovery charge" of $830.39 per EDU for connections within the service area for the Z zone whose capacity is made possible as a result of the Facility. For purposes of this paragraph, and in accordance with the Reimbursement Plan, all of the following apply:

1.4.1. The oversizing recovery charge shall be payable only for the first 24 EDUs in the service area for the Z zone or until the fifteenth anniversary of this Agreement, whichever occurs first. Based on the oversizing recovery charge of $830.39 per EDU, the Parties' current estimate of the Applicant's total potential reimbursement from the Town is $19,929.36.

1.4.2. The Town will reimburse the Applicant twice annually for constructed EDUs benefitted by the Facility.

1.4.3. The Applicant shall have a beneficial ownership interest in the service area for the Z zone for the period set forth in subparagraph 1.4.1 above sufficient to prohibit connection in that area unless and until the oversizing recovery charge is paid.

1.4.4. One EDU is a typical single family residence served by a five-eighths inch meter. EDU equivalencies for other uses and meter sizes shall be based on standard Town equivalency tables and calculations.

1.4.5. The number of EDUs subject to the oversizing recovery charge has been calculated assuming that the Z zone parcels will be served by three-fourths inch meters. If the parcels are served by larger or smaller meters, the number of EDUs required to pay the oversizing recovery

charge shall be adjusted accordingly, based on standard Town equivalency tables and calculations, and the "oversizing recovery charge" set forth in this paragraph 1.4 shall be re-calculated accordingly.

1.4.6. The Town makes no guarantee that the Applicant will receive the full amount of the potential reimbursement set forth in this Agreement.

2. Miscellaneous

2.1. *Binding effect.* This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

2.2. *Consent required for assignment.* The Applicant may not assign this Agreement without the prior written consent of the Town.

2.3. *Cancellation for conflict of interest.* This agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[Signature page follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Cherry Lawson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE "APPLICANT":

By: George Garcia
George F. Garcia

Date: 7/13/2020

By: Graciela Z. Garcia
Graciela Z. Garcia

Date: 7-13-2020

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on June July 13, 2020, by George F. Garcia, husband of Graciela Z. Garcia, on behalf of the marital community.

(Seal)

LILLIAN AVENENTE
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Commission Expires
12/10/2021

Lillian Avenente
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on June July 13, 2020, by Graciela Z. Garcia, wife of George F. Garcia, on behalf of the marital community.

(Seal)

LILLIAN AVENENTE
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Commission Expires
12/10/2021

Lillian Avenente
Notary Public

Council-Regular Meeting **A6**

Meeting Date: 08/18/2020

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-089: Relating to Personnel; approving and ratifying the Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA) (Curry C. Hale)

Discussion:

On March 17, 2020, the Council adopted Resolution No. 2020-029, approving a temporary personnel policy regarding employee leave and telework during the COVID-19 pandemic. The resolution authorized the Town Manager to implement further revisions to the temporary policy, consistent with generally accepted principles of good personnel administration and with general legal principles, as necessary in response to the evolving nature of the emergency.

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) was signed into law. The FFCRA provides leave under the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA) to assist employees during the Coronavirus Disease 2019 (COVID-19) global pandemic. This Act is effective from April 1, 2020 through December 31, 2020. In response to the requirements of the federal law, effective April 1, 2020, the Town Manager implemented an Addendum to Temporary Personnel Policy Regarding Employee Leave and Telecommuting, being the Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA).

Since that time, the circumstances of the pandemic have changed and evolved, most recently involving the start of the new school year and various restrictions and limitations on in-person schooling. The Town Manager has adjusted the Town's FFCRA policy accordingly; however, because this specific portion of the temporary policy has

not previously been discussed with the Council, staff is now requesting the Council's ratification of the FFCRA provisions as we move into the school year. The proposed resolution will approve and ratify the Town's temporary FFCRA policy and authorize the Town Manager to make revisions to it moving forward as necessary in response to the evolving nature of the emergency.

The majority of the provisions of the FFCRA policy are mandated by the federal law and regulations and include the following:

Emergency Paid Sick Leave Act (EPSLA)

Eligible full-time employees are entitled to up to 80 hours (prorated for part-time employees) of Emergency Paid Sick Leave for calendar year 2020 to be used when the employee is unable to work or telework for any of the following reasons:

1. The employee is subject to a federal, state, or local quarantine due to concerns related to COVID-19 or is subject to any order from the federal, state or local government requiring the employee not to leave the employee's residence.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to an order as described in #1 above or for an individual who has been advised as described in #2 above.
5. The employee is caring for their son or daughter if the school or place of care of the son or daughter has been closed, or the child care provider of the son or daughter is unavailable due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition as specified by the United States Secretary of Health and Human Services.

For qualifying reasons listed in paragraphs (1) through (3), Emergency Paid Sick Leave is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked. For qualifying reasons listed in paragraphs (4) through (6), Emergency Paid Sick Leave is compensated at 2/3 that amount.

Emergency Family and Medical Leave Expansion Act (EFMLEA)

Eligible employees who have worked for the Town for at least 30 calendar days are entitled to up to 12 weeks of Expanded Family and Medical Leave between April 1, 2020 and December 31, 2020, when unable to work or telework due to a need to care for a son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19.

- The first two weeks (or 80 hours) of Expanded Family and Medical Leave is unpaid leave; however the employee may substitute the Emergency Paid Sick Leave described above in lieu of unpaid leave.
- The subsequent ten weeks (or 400 hours) of Expanded Family and Medical Leave is paid at 2/3 of an employee's regular rate of pay.

While the above provisions are the mandatory minimum provisions set by federal law, there are three main decision points for the Town to consider in implementing its policy,

all of which are related to the childcare leave entitlement:

1. Whether to allow emergency responders to be eligible for leave associated with childcare issues due to the closure of a child's school or place of care;

2. Whether to allow employees to use leave associated with childcare issues on an intermittent basis; and

3. Whether to allow employees to use their own accrued leave balances to make up any shortfall in income, given that the federal law only mandates up to 2/3 pay for leave associated with childcare issues.

In the FFCRA policy implemented by the Town Manager and presented tonight for Council ratification, the Town has addressed these three issues as follows:

1. Emergency responders, defined as commissioned police officers and dispatchers, may be eligible for the childcare-related leave on a case-by-case basis, taking into consideration the Marana Police Department's operational needs. If emergency responders are granted the childcare leave, the Town Manager or the Chief of Police may revoke the leave at any time based on changing operational needs.

2. A Department Head may allow an employee to take the childcare-related leave on an intermittent basis if operational needs of the Department allow it. The Department Head may also revoke the intermittent leave based on changing operational needs.

3.The Town will allow employees to use their own accrued leave balances to make up the 1/3 shortfall in income, given that the paid leave for this purpose only pays 2/3 of employees' salary.

Staff Recommendation:

Staff recommends approval and ratification of the Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA).

Suggested Motion:

I move to adopt Resolution No. 2020-089, approving and ratifying the Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA).

Attachments

Resolution No. 2020-089
Exhibit A - Temporary FFCRA Policy
FFCRA Policy

MARANA RESOLUTION NO. 2020-089

RELATING TO PERSONNEL; APPROVING AND RATIFYING THE TEMPORARY PERSONNEL POLICY – FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA)

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

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

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

WHEREAS on March 17, 2020, the Town Council adopted Resolution No. 2020-029, approving a temporary personnel policy regarding employee leave and telework during the COVID-19 pandemic, and authorizing the Town Manager to implement further revisions to the temporary policy, consistent with generally accepted principles of good personnel administration and with general legal principles, as necessary in response to the evolving nature of the emergency; and

WHEREAS on March 18, 2020, the Families First Coronavirus Response Act (FFCRA) was signed into law, which provides leave under the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA) to assist employees during the Coronavirus Disease 2019 (COVID-19) global pandemic, and is effective from April 1, 2020 through December 31, 2020; and

WHEREAS effective April 1, 2020, in compliance with the federal law, the Town Manager implemented an Addendum to Temporary Personnel Policy Regarding Employee Leave and Telecommuting, Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA); and

WHEREAS the Mayor and Council find that approving and ratifying the Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA) is in the best interests of the Town and its employees.

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

SECTION 1. The Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA), as set forth in Exhibit A attached to and incorporated by this reference in this resolution, is hereby approved and ratified.

SECTION 2. The Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the aforementioned temporary policy. The Town Manager is specifically authorized to implement further revisions to the temporary policy, consistent with generally accepted principles of good personnel administration and with general legal principles, as necessary in response to the evolving nature of the emergency.

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

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Addendum to Temporary Personnel Policy Regarding Employee Leave and Telework

TEMPORARY PERSONNEL POLICY
FAMILIES FIRST CORONAVIRUS RESPONSE ACT

EFFECTIVE 4/1/20 – 12/31/20

Section 1 Policy

A. In accordance with the Families First Coronavirus Response Act (FFCRA), the Town of Marana provides leave under the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA) to assist employees during the Coronavirus Disease 2019 (COVID-19) global pandemic.

B. This policy is effective from April 1, 2020 through December 31, 2020.

C. The provisions of this policy are not intended to conflict with or supersede federal law, nor should they be interpreted or construed to do so. If any provision of this policy conflicts with federal law, federal law shall control.

Section 2 Definitions

In this policy, the following terms shall have the following meanings:

A. Child care provider: A provider who receives compensation for providing child care services on a regular basis.

   1. Child care provider includes a center-based child care provider, a group home child care provider, a family child care provider, or other provider of child care services for compensation that is licensed, regulated or registered under state law and satisfies the state and local requirements.

   2. The eligible child care provider need not be compensated or licensed if he or she is a family member or friend, such as a neighbor, who regularly cares for the employee's child.

B. Emergency Paid Sick Leave: Paid leave under the Emergency Paid Sick Leave Act (EPSLA).

C. Emergency responder:

   1. All commissioned Marana Police Department (MPD) law enforcement officers.

   2. All personnel in the MPD Communications Division.

D. Expanded Family and Medical Leave: Leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA).

E. Place of care: A physical location in which care is provided for the employee's child while the employee works. The physical location does not have to be solely dedicated to such care. Examples include day care facilities, preschools, before and after school care programs, schools, homes, summer camps, summer enrichment programs, and respite care programs.

F. School: An elementary or secondary school.

1. "Elementary school" means a nonprofit institutional day or residential school, including a public elementary charter school that provides elementary education, as determined under state law.

2. "Secondary school" means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education, as determined under state law, except that the term does not include any education beyond grade 12.

G. Son or daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is under 18 years of age, or who is 18 years of age or older but is incapable of self-care because of a mental or physical disability.

Section 4 Emergency Paid Sick Leave Act (EPSLA)

A. Eligibility

1. All Town of Marana employees are eligible for Emergency Paid Sick Leave, with some exceptions for emergency responders.

2. Emergency responder eligibility

a. Emergency responders are eligible for Emergency Paid Sick Leave for the reasons listed in Section 4(C)(1) through (4).

b. Emergency responders' eligibility for Emergency Paid Sick Leave for the reasons listed in Section 4(C)(5) and (6) will be determined on a case-by-case basis taking into consideration the Department's operational needs. If emergency responders are granted leave for either of these reasons, the Town Manager or Department Head may revoke the leave at any time based on changing operational needs.

B. Emergency Paid Sick Leave Entitlement

1. Eligible full-time employees are entitled to 80 hours of Emergency Paid Sick Leave for calendar year 2020.

2. Eligible part-time employees are entitled to a number of hours equal to the number of hours that such employee works, on average, over a 2-week period for calendar year 2020.

C. Qualifying Reasons for Emergency Paid Sick Leave. Employees shall be permitted to use Emergency Paid Sick Leave when the employee is unable to work or telework for any of the following reasons:

1. The employee is subject to a federal, state, or local quarantine due to concerns related to COVID-19 or is subject to any order from the federal, state or local government requiring the employee not to leave the employee's residence.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to an order as described in subparagraph 1 of this paragraph or for an individual who has been advised as described in subparagraph 2 of this paragraph.
5. The employee is caring for their son or daughter if the school or place of care of the son or daughter has been closed, or the child care provider of the son or daughter is unavailable due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition as specified by the United States Secretary of Health and Human Services.

D. Compensation

1. For qualifying reasons listed in Section 4(C)(1) through (3), Emergency Paid Sick Leave is compensated at the same hourly rate and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Payment shall not exceed $511 per day and $5,110 in the aggregate.
2. For qualifying reasons listed in Section 4(C)(4) through (6), Emergency Paid Sick Leave is compensated at 2/3 the amount described in subparagraph 1 of this paragraph.
    a. Payment shall not exceed $200 per day and $2,000 in the aggregate.
    b. An eligible employee may use any accrued vacation, MTO, sick, or compensatory leave for the remaining 1/3 of the employee's regular rate of pay to receive full pay while on Emergency Paid Sick Leave.
3. Part-time employees shall receive the pro-rated equivalent of this pay based on typical work schedule.

Section 5 Emergency Family and Medical Leave Expansion Act (EFMLEA)

A. Eligibility

1. All Town of Marana employees who have been employed by the Town for at least 30 calendar days are eligible for Expanded Family and Medical Leave, with some exceptions for emergency responders.
2. Emergency responders' eligibility for Expanded Family and Medical Leave will be determined on a case-by-case basis taking into consideration the Department's operational needs. If emergency responders are granted Expanded Family and Medical Leave, the Town Manager or Department Head may revoke the leave at any time based on changing operational needs.

B. Expanded Family and Medical Leave Entitlement

1. Eligible employees are entitled to up to 12 weeks of Expanded Family and Medical Leave.

2. The employee must take the 12 weeks of Expanded Family and Medical Leave between April 1, 2020 and December 31, 2020.

3. Any Expanded Family and Medical Leave taken by an employee will count towards the employee's 12-week FMLA leave entitlement as set forth in Section 4-7-4 of the Town of Marana's Personnel Policies and Procedures.

C. Qualifying Reason for Expanded Family and Medical Leave. The employee is unable to work or telework due to a need to care for his or her son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19. An eligible employee has need to take Expanded Family and Medical Leave for the purposes of this paragraph only if no suitable person is available to care for his or her son or daughter during the period of such leave.

D. Compensation

1. The first two weeks (or 80 hours) of Expanded Family and Medical Leave is unpaid leave. An eligible employee may elect to substitute Emergency Paid Sick Leave or any accrued vacation, MTO, sick, or compensatory leave for unpaid leave.

2. The subsequent ten weeks (or 400 hours) of Expanded Family and Medical Leave shall be paid at 2/3 of an employee's regular rate of pay.

a. The 2/3 pay described in this paragraph shall not exceed $200/day and $10,000 in the aggregate.

b. An eligible employee may use any accrued vacation, MTO, sick, or compensatory leave for the remaining 1/3 of the employee's regular rate of pay to receive full pay during Expanded Family and Medical Leave.

3. Part-time employees shall receive the pro-rated equivalent of this pay based on their typical work schedule.

E. Return to Work. Employees returning from Expanded Family and Medical Leave are subject to the return to work provisions set forth in the Town of Marana's Personnel Policies and Procedures Section 4-7-18.

Section 6 Intermittent Leave

A. A Department Head may allow an employee to take up to the entire entitlement of Emergency Paid Sick Leave or Expanded Family and Medical Leave intermittently to care for the employee's son or daughter whose school or place of care is closed, or whose child care provider is unavailable, because of reasons related to COVID-19. If approved, the employee may take the intermittent leave in any increment of time agreed to by the Department Head and the employee.

B. If a Department Head approves intermittent leave in accordance with this Section, the Department Head may revoke the approval at any time based on changing operational needs.

C. An employee may not take Emergency Paid Sick Leave intermittently if the leave is taken for any of the reasons specified in Section 4(C)(1) through (4) or (6). Once the employee begins taking Emergency Paid Sick Leave for one or more of those reasons, the employee must use the permitted days of leave consecutively until the employee no longer has a qualifying reason to take Emergency Paid Sick Leave.

REVISION HISTORY

	DESCRIPTION OF CHANGE	***DATE***
OR	Original Release	4/1/2020
REV	Revision	6/30/2020
REV	Revision	8/5/2020 (Ratified by Council 8/18/2020 Resolution No. 2020-089)

Caution: A copy of this Policy is an uncontrolled document. It is your responsibility to ensure you are using the current version. The electronic version is the only acceptable and controlled Policy.

MARANA AZ

Families First Coronavirus Response Act (FFCRA) Policy

Background

- March 13, 2020 - the United States government declared a National Emergency related to the COVID-19 pandemic
- March 17, 2020 - Council adopted Resolution No. 2020-029, approving a temporary personnel policy regarding employee leave and telework during the COVID-19 pandemic
- Resolution authorized the Town Manager to implement further revisions to the temporary policy as necessary in response to the evolving nature of the emergency

Background

- March 18, 2020 - the Families First Coronavirus Response Act (FFCRA) was signed into law
- Provides protected leave under the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act (EFMLEA) to assist employees during the Coronavirus pandemic
- Effective April 1, 2020 through December 31, 2020

Background

- April 1, 2020 - Town Manager implemented an Addendum to Temporary Personnel Policy Regarding Employee Leave and Telecommuting, Temporary Personnel Policy - Families First Coronavirus Response Act (FFCRA)

Emergency Paid Sick Leave Act (EPSLA)

- Entitlement
  - Up to 80 hours of Emergency Paid Sick Leave when employee is unable to work or telework for any of the qualifying reasons
- Qualifying Reasons for Emergency Paid Sick Leave
  - The employee is subject to a quarantine due to concerns related to COVID-19 or is subject to any order from the government requiring the employee not to leave the employee's residence.
  - The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

Qualifying Reasons for Emergency Paid Sick Leave (Cont'd)

- The employee is caring for an individual who is subject to an order as described in the previous slide or for an individual who has been advised as described in the previous slide.
- The employee is caring for their son or daughter if the school or place of care of the son or daughter has been closed, or the child care provider of the son or daughter is unavailable due to COVID-19 precautions.
- The employee is experiencing any other substantially similar condition as specified by the United States Secretary of Health and Human Services (HHS).

Emergency Paid Sick Leave Act (EPSLA)

Compensation

- For qualifying reasons related to employee's own condition, Emergency Paid Sick Leave is compensated at the same hourly rate as the employee normally earns during hours worked
- For qualifying reasons related to caring for another, childcare issues, or other similar circumstance as determined by HHS, Emergency Paid Sick Leave is compensated at 2/3 employee's normal pay

Emergency Family and Medical Leave Expansion Act (EFMLEA)

Entitlement

- All Town employees who have been employed at least 30 calendar days are entitled to up to 12 weeks of Expanded Family and Medical Leave between April 1, 2020 and December 31, 2020
- Leave counts toward normal FMLA entitlement of 12 weeks

Qualifying Reasons for Expanded Family and Medical Leave

- The employee is unable to work or telework due to a need to care for their child whose whose school or place of care has been closed, or whose child care provider is unavailable due to COVID-19

Compensation

- First 2 weeks (or 80 hours) of Expanded FML is unpaid leave, but eligible employees may substitute Emergency Paid Sick Leave
- Next 10 weeks (or 400 hours) paid at 2/3 of an employee's regular rate of pay

Specific Decision Points

- Allow eligible employees to use EFMLEA intermittently
  - Department Head may revoke the approval at any time based on changing operational needs
- Allow eligible employees to use any accrued leave for the remaining 1/3 of the employee's regular rate of pay to receive full pay
- Allow emergency responders (Police Officers & Dispatchers) to be eligible for childcare-related leave on a case-by-case basis
  - Town Manager or Police Chief may revoke the leave at any time based on changing operational needs

Feedback and Questions

Council-Regular Meeting **A7**

Meeting Date: 08/18/2020

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: August 18, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2020-090: Relating to Elections; declaring and adopting the results of the Town of Marana primary election held on August 4, 2020 (Cherry L. Lawson)

Discussion:

Pursuant to A.R.S. § 16-646, the governing body of a city or town must enter on the official record of the city or town the official canvass of the votes after a primary or general election. Per A.R.S. §16-642, this must take place not less than six days nor more than 20 days following the election

The Pima County Official Canvass of the primary election was not available at the time this item was prepared for the Council packet. Staff anticipates that the official canvass from Pima County Elections Department will be available no later than the meeting date of August 18, 2020, and will be presented to Council for its approval at that time, as necessary.

Staff Recommendation:

Staff recommends Council approval of the Official Canvass of the vote for the Primary Election held on August 4, 2020, when it is presented to Council on August 18, 2020.

Suggested Motion:

I move to adopt Resolution No. 2020-090, declaring and adopting the results of the Town of Marana primary election held on August 4, 2020.

Attachments

Resolution No. 2020-090
Marana Canvass

MARANA RESOLUTION NO. 2020-090

RELATING TO ELECTIONS; DECLARING AND ADOPTING THE RESULTS OF THE TOWN OF MARANA PRIMARY ELECTION HELD ON AUGUST 4, 2020

WHEREAS the Town of Marana, Pima County, Arizona, did hold a primary election on the 4th day of August 2020, for the election of the Mayor and two Council Members, and the consideration of two ballot measures: Proposition 478, relating to the ratification of the Make Marana 2040 General Plan, and Proposition 479, relating to the extension of the Alternative Expenditure Limitation (Home Rule Option) for the next four fiscal years; and

WHEREAS the election returns have been presented to and have been canvassed by the Town Council.

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

SECTION 1. That the total number of ballots cast at said primary election, as confirmed by the Pima County Elections Department, was 13,907.

SECTION 2. That the total number of ballots rejected at said primary election, as confirmed by the Pima County Elections Department, was 0.

SECTION 3. That the total number of votes cast in each contest at said primary election, as confirmed by the Pima County Elections Department, was as follows:

Office or Measure	Votes Cast
Mayor	11,371
Council Member	20,307
Proposition 478	11,707
Proposition 479	11,739

SECTION 4. That the votes cast for the candidates for Mayor were as follows:

Name	Vote Total
Ed Honea	11,046
Write-In Candidates	325

SECTION 5. That the votes cast for the candidates for Council Member were as follows:

Name	Vote Total
Dave Bowen	5,927
Jackie Craig	7,510
Roxanne Ziegler	6,797
Write-In Candidates	73

SECTION 6. That it is hereby found, determined and declared of record, that the following candidates did receive more than one-half of the total number of valid votes cast, and if more candidates received a majority of the votes than there are offices to be filled, the following candidates received the highest number of votes, and pursuant to A.R.S. § 9-821.01, are hereby declared elected and issued certificates of election:

Mayor – Ed Honea

Council Member – Jackie Craig

Council Member – Roxanne Ziegler

SECTION 7. That the votes cast for the ballot measures were as follows:

Ballot Measure	Vote Total	
Proposition 478 – A proposal referred by the Town of Marana Mayor and Council for the ratification of the "Make Marana 2040 – General Plan" as the new Town of Marana General Plan	Yes 9,105	No 2,602
Proposition 479 – A resolution proposing an extension of the Alternative Expenditure Limitation for the Town of Marana	Yes 8,342	No 3,397

SECTION 8. Pursuant to A.R.S. § 16-646(D), the certified permanent copy of the official canvass for all offices and ballot measures of the August 4, 2020 primary election shall be filed with the Town Clerk, who shall maintain and preserve it as a permanent public record.

SECTION 9. This resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE Mayor and Council of the Town of Marana, Arizona, this 18th day of August 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

OFFICIAL CANVASS

TOWN OF MARANA

PRIMARY ELECTION

AUGUST 4, 2020

PIMA COUNTY ELECTIONS DEPARTMENT
6550 S. COUNTRY CLUB ROAD
TUCSON, AZ 85756
TEL. 520-724-6830

ELECTIONS DEPARTMENT

PIMA COUNTY GOVERNMENT
6550 S. COUNTRY CLUB ROAD, TUCSON, AZ 85756
(520) 724-6830 FAX (520) 724-6870

August 12, 2020

In accordance with Arizona Revised Statutes, Title16, I hereby certify the enclosed tabulation is a full, true and correct copy of the Returns of the Primary Election held pursuant to Arizona Constitution, Article 7 and Arizona Revised Statutes Title 9 and 16 in and for the town of Marana, Pima County, Arizona on August 4, 2020. This tabulation includes all early ballots and verified provisional ballots cast at said election



Brad R. Nelson, Director
Pima County Elections

ELECTIONS DEPARTMENT

PIMA COUNTY GOVERNMENT
6550 S. COUNTRY CLUB ROAD, TUCSON, AZ 85756
(520) 724-6830 FAX (520) 724-6870

June 19, 2020

The Honorable Katie Hobbs
Secretary of State
State Capitol - West Wing
1700 W. Washington
Phoenix, AZ 85007

Dear Secretary Hobbs:

Pursuant to A.R.S. 16-445, the Pima County Department of Elections, is filing a backup of the EMS Software and Database that is going to be used on the August 4, 2020 Primary Election.

If you have any questions, feel free to contact me at (520) 724-6830.

Sincerely,

Brad R. Nelson

Brad R. Nelson, Director
Pima County Division of Elections

ADDITIONAL REPORTING FORMS

Equipment, Software, Firmware, and Hash Code Certification Statement

I, Brad R. Nelson certify by affixing my signature to this document that all election equipment and firmware, as well as all election management system software to be used in the Primary Election to be held on August 4, 2020 IN Pima County has been certified for use by the Arizona Secretary of State and that I have compared the hash code on file with the National Institute of Science and Technology (NIST) or the Arizona Secretary of State's Office to the hash code of the election management system software to be used in this election and certify that the numbers are identical. The following is a list of the equipment, firmware, and election management system software to be used in the aforementioned election:

VOTING UNITS

Manufacturer	Model	Firmware Version
Election Systems & Software	ExpressVote	2.4.5.1
		1.5.2.1

CENTRAL COUNT UNITS

Manufacturer	Model	Firmware Version
Election Systems & Software	DS850 Version 1.0	2.4.0.0

ELECTION MANAGEMENT SOFTWARE

Manufacturer	Product Name	Version
Election Systems & Software	Election Systems & Software Voting System	6.0.4.0

Brad R Nelson

Officer in Charge of Elections Signature

June 19, 2020

Date

State of Arizona

DEPARTMENT OF STATE
Office of the Secretary of State

Certificate of Accuracy

2020 Primary Election Optical Scan and Accessible Voting Equipment Test

Test Date: Tuesday, 07/07/2020

We, the undersigned, do hereby certify that a Logic and Accuracy Test was conducted in Tucson, Pima County by the Secretary of State for the above named election in accordance with Arizona Statute 16-449. Furthermore, we attest that the count produced by the equipment and programs used in the test correctly matched the pre-audited report of votes provided by the Secretary of State.

Signature	Date	Party or Agency
Barbara Tellman	7-7-2020	Democrats
Greg Rhu	7/7/20	GOP
Elgin T. Lim	7/7/2020	Democratic Party
	7/7/2020	AZ SOS

POLITICAL PARTY TEST
CERTIFICATION FORM

CENTRAL COUNT TEST

We the undersigned do hereby certify that a Test was held for the

August 4th, 2020 Primary Election
on the

21 (day) **day of** **July** (Month), **2020** (Year) **at** **10:45** (Time)

and that the EVS System's precinct and summary report match the printouts and the pre-audit reports.

Barbara Tellman
Member's Signature

Jan Rum GOP
Member's Signature

Member's Signature

Member's Signature

POLITICAL PARTY TEST
CERTIFICATION FORM

ELECTION LOGIC AND ACCURACY
POST TEST

We the undersigned do hereby certify that a Logic and Accuracy Test was held for the

August 4th, 2020 Primary Election
on the

12th day of August, 2020 at 11:45am
(day) (Month) (Year) (Time)

and that EVS System's central count summary report matches the pre-audited results.
Prepared pursuant to A.R.S. § 16-445.

Barbara Tedman
Member's Signature

Member's Signature

Member's Signature

Member's Signature

Member's Signature

Member's Signature

POLLING PLACES USED FOR THE AUGUST 4, 2020 PRIMARY ELECTION

Official Polling Place List

8/12/2020 3:04:39 PM

Primary Election
August 4, 2020

VA: 006 - PCTS 006
MARANA MUNICIPAL COMPLEX

MARANA POLICE DEPT. COMMUNITY ROOM
11555 W CIVIC CENTER

VA: 014 - PCTS 014
WHEELER TAFT ABBETT, SR. BRANCH LIBRARY

MEETING ROOM
7800 N SCHISLER DRIVE

VA: 015 - PCTS 015
MUSD - EARLY LEARNING AND RESOURCE CENTER

LIBRARY (MEDIA CENTER)
7651 N OLDFATHER ROAD

VA: 035 - PCTS 035
LORD OF GRACE LUTHERAN CHURCH

MEETING ROOM
7250 N CORTARO ROAD

VA: 040 - PCTS 040
COUNTRYSIDE COMMUNITY CLUB

RECREATION ROOM
9151 N BALD EAGLE AVENUE

VA: 079 - PCTS 079
DESERT SPRINGS BAPTIST CHURCH

MULTIPURPOSE ROOM
10425 N THORNYDALE ROAD

VA: 104 - PCTS 104
REDEEMER EVANGELICAL LUTHERAN CHURCH & SCHOOL
MINISTRY CENTER
8845 N SILVERBELL ROAD

VA: 115 - PCTS 115/242
CONTINENTAL RANCH COMMUNITY CENTER

COMMUNITY CENTER
8881 N COACHLINE BOULEVARD

VA: 115 - PCTS 242
CONTINENTAL RANCH COMMUNITY CENTER

COMMUNITY CENTER
8881 N COACHLINE BOULEVARD

VA: 127 - PCTS 127
AUSD - RICHARD B. WILSON K-8 SCHOOL

GYMNASIUM
2330 W GLOVER RD

VA: 150 - PCTS 150
ORANGE GROVE MOBILE ESTATES

CLUBHOUSE
3635 W MANGO DRIVE

VA: 175 - PCTS 175
AVRA VALLEY FIRE DISTRICT

CLASSROOM
15790 W SILVERBELL ROAD

VA: 184 - PCTS 184
CANYON DEL ORO ASSEMBLY OF GOD

FOYER
2950 W LAMBERT LANE

VA: 213 - PCTS 213
MUSD - EARLY LEARNING AND RESOURCE CENTER

LIBRARY (MEDIA CENTER)
7651 N OLDFATHER ROAD

VA: 223 - PCTS 223
DESERT SON COMMUNITY CHURCH

SANCTUARY ROOM
5250 W CORTARO FARMS ROAD

VA: 225 - PCTS 225
ORANGE GROVE MOBILE ESTATES

CLUBHOUSE
3635 W MANGO DRIVE

WRITE-IN INFORMATION

THERE WERE NO OFFICIAL WRITE-INS FOR THIS ELECTION.

PROPOSITION TEXT

PROPOSITION 478

MAKE MARANA 2040 – GENERAL PLAN
A proposal referred by the Town of Marana Mayor and Council for the ratification of the “Make Marana 2040 – General Plan” as the new Town of Marana General Plan.

OFFICIAL TITLE
Make Marana 2040 General Plan

DESCRIPTIVE TITLE
Shall the Make Marana 2040 General Plan with its three themes, and each of its elements, as adopted by the Mayor and Council in Resolution 2019- 120 on December 10, 2019 be ratified as the General Plan for the Town of Marana?

A “YES” vote shall have the effect of ratifying the Make Marana 2040 General Plan with its three themes, and each of its elements, as adopted by the Mayor and Council in Resolution 2019-120; thereby making the Make Marana 2040 General Plan effective for up to the next ten years for the Town of Marana.

A “NO” vote shall have the effect of not ratifying the Make Marana 2040 General Plan. If the Make Marana 2040 General Plan with its three themes, and each of its elements, as adopted by the Mayor and Council in Resolution 2019-120 is not ratified by the voters, the General Plan in effect prior to December 10, 2019 shall remain in effect.

PROPOSICIÓN 478
PLAN GENERAL MAKE MARANA 2040
Una propuesta referida por el alcalde de la ciudad de Marana y el consejo para la ratificación del «Plan General Make Marana 2040» como el nuevo Plan General de la ciudad de Marana.

TÍTULO OFICIAL
Plan General Make Marana 2040

TÍTULO DESCRIPTIVO
¿Deberá ser ratificado el Plan General Make Marana 2040, con sus tres temas y cada uno de sus elementos, como fue adoptado por el alcalde y el consejo en la Resolución 2019-120 del 10 de diciembre de 2019, como el Plan General para la ciudad de Marana?

Un voto «SÍ» tendrá el efecto de ratificar el Plan General Make Marana 2040 - con sus tres temas, y cada uno de elementos, como fue adoptado por el alcalde y el consejo en la Resolución 2019-120, y por ende hacer que el Plan General Make Marana 2040 entre en vigor por hasta los próximos diez años para la ciudad de Marana.

Un voto «NO» tendrá el efecto de no ratificar el Plan General Make Marana 2040. Si el Plan General Make Marana 2040, con sus tres temas y cada uno de sus elementos, como fue adoptado por el alcalde y el consejo en la Resolución 2019-120, no es ratificado por los votantes, el Plan General en vigor antes del 10 de diciembre de 2019 permanecerá en vigor.

PROPOSITION 479

ALTERNATIVE EXPENDITURE LIMITATION - HOME RULE OPTION
A proposal submitted by the Town of Marana.

OFFICIAL TITLE
A resolution proposing an extension of the alternative expenditure limitation for the Town of Marana.

DESCRIPTIVE TITLE
Pursuant to the Arizona State Constitution, this proposal establishes an alternative expenditure limitation for the Town of Marana for the next four years. Annually, the Town Council will determine the amount of the alternative expenditure limitation for the fiscal year after at least one public hearing. This alternative expenditure limitation replaces the state-imposed expenditure limitation.

A "YES" vote shall have the effect of establishing an alternative expenditure limitation for the Town of Marana.

A "NO" vote shall have the effect of not allowing the Town of Marana to establish an alternative expenditure limitation and to require expenditures of the Town to be limited by the state-imposed expenditure limit.

PROPOSICIÓN 479
LIMITACIÓN ALTERNATIVA DE GASTOS - OPCIÓN DE LA REGLA DE AUTOGOBIERNO
Una propuesta presentada por la ciudad de Marana.

TÍTULO OFICIAL
Una resolución que propone una extensión de la limitación alternativa de gastos para la ciudad de Marana.

TÍTULO DESCRIPTIVO
De conformidad con la Constitución del Estado de Arizona, esta propuesta establece una limitación alternativa de gastos para la ciudad de Marana durante los próximos cuatro años. De forma anual, el consejo de la ciudad determinará el monto de la limitación alternativa de gastos para el año fiscal después de sostener por lo menos una audiencia pública. Esta limitación alternativa de gastos reemplaza a la limitación de gastos impuesta por el estado.

Un voto «SÍ» tendrá el efecto de establecer una limitación alternativa de gastos para la ciudad de Marana.

Un voto «NO» tendrá el efecto de no permitir que la ciudad de Marana establezca una limitación alternativa de gastos y requerir que los gastos de la ciudad se atengan al límite de gastos impuesto por el estado.

ELECTION SUMMARY

	STATISTICS											
	Registered Voters - Total	Registered Voters - DEMOCRATIC PARTY	Registered Voters - REPUBLICAN PARTY	Registered Voters - LIBERTARIAN PARTY	Registered Voters - GREEN PARTY	Registered Voters - NONPARTISAN	Ballots Cast - Total	Ballots Cast - DEMOCRATIC PARTY	Ballots Cast - REPUBLICAN PARTY	Ballots Cast - LIBERTARIAN PARTY	Ballots Cast - GREEN PARTY	Ballots Cast - NONPARTISAN
TOWN OF MARANA	30,909	9,129	12,664	191	116	8,809	13,907	6,469	7,267	25	39	107

	TOWN OF MARANA- MAYOR			TOWN OF MARANA- COUNCIL MEMBER				
	VOTE FOR 1			VOTE FOR 2				
	HONEA, ED	Write-in Totals	Total Votes Cast	BOWEN, DAVE	CRAIG, JACKIE	ZIEGLER, ROXANNE	Write-in Totals	Total Votes Cast
TOWN OF MARANA	11,046	325	11,371	5,927	7,510	6,797	73	20,307

	PROPOSITION 478 - TOWN OF MARANA			PROPOSITION 479 - TOWN OF MARANA		
	VOTE FOR 1			VOTE FOR 1		
	YES/ Sí	NO	Total Votes Cast	YES/ Sí	NO	Total Votes Cast
TOWN OF MARANA	9,105	2,602	11,707	8,342	3,397	11,739

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TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	11,046	9,984	916	146
Write-In Totals	325	309	14	2
Total Votes Cast	**11,371**	**10,293**	**930**	**148**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
CRAIG, JACKIE	7,510	7,008	428	74
ZIEGLER, ROXANNE	6,797	6,174	553	70
BOWEN, DAVE	5,927	5,258	590	79
Write-In Totals	73	59	13	1
Total Votes Cast	**20,307**	**18,499**	**1,584**	**224**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	9,105	8,374	623	108
NO	2,602	2,281	294	27
Total Votes Cast	**11,707**	**10,655**	**917**	**135**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	8,342	7,695	558	89
NO	3,397	2,996	355	46
Total Votes Cast	**11,739**	**10,691**	**913**	**135**

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AUGUST 4, 2020 PRIMARY - PROVISIONAL BALLOT LOG

VOTING AREA NUMBER	TOTAL BALLOTS PROCCESSED	TOTAL BALLOTS VERIFIED	VERIFIED WITH NO BALLOT IN ENVELOPE	TOTAL BALLOTS NOT VERIFIED	TOTAL BALLOTS REJECTED	TOTAL BALLOTS TO BE COUNTED
006	18	17	0	1	0	17
014	35	32	0	3	0	32
015	8	8	0	0	0	8
035	2	2	0	0	0	2
040	23	23	0	0	0	23
079	7	7	0	0	0	7
104	22	21	0	1	0	21
115 & 242	34	33	0	1	0	33
127	37	36	0	1	0	36
150	4	0	0	4	0	0
175	28	26	0	2	0	26
184	19	18	0	1	0	18
213	3	2	0	1	0	2
223	1	1	0	0	0	1
TOTAL:	241	226	0	16	0	226

STATEMENT OF VOTES CAST

006

Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	3,249			
Registered Voters - DEMOCRATIC PARTY	864			
Registered Voters - REPUBLICAN PARTY	1,404			
Registered Voters - LIBERTARIAN PARTY	23			
Registered Voters - GREEN PARTY	3			
Registered Voters - NONPARTISAN	955			
Ballots Cast - Total	1,174	1,032	125	17

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	905	789	100	16
Write-In Totals	32	32	0	0
Total Votes Cast	**937**	**821**	**100**	**16**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	572	482	76	14
CRAIG, JACKIE	533	487	41	5
ZIEGLER, ROXANNE	576	500	68	8
Write-In Totals	6	5	1	0
Total Votes Cast	**1,687**	**1,474**	**186**	**27**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	719	634	71	14
NO	216	187	27	2
Total Votes Cast	**935**	**821**	**98**	**16**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	661	582	68	11
NO	270	234	32	4
Total Votes Cast	**931**	**816**	**100**	**15**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	3,479			
Registered Voters - DEMOCRATIC PARTY	1,127			
Registered Voters - REPUBLICAN PARTY	1,317			
Registered Voters - LIBERTARIAN PARTY	23			
Registered Voters - GREEN PARTY	2			
Registered Voters - NONPARTISAN	1,010			
Ballots Cast - Total	1,449	1,281	136	32

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	1,155	1,015	113	27
Write-In Totals	26	23	3	0
Total Votes Cast	**1,181**	**1,038**	**116**	**27**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	645	564	68	13
CRAIG, JACKIE	702	645	44	13
ZIEGLER, ROXANNE	765	671	75	19
Write-In Totals	3	3	0	0
Total Votes Cast	**2,115**	**1,883**	**187**	**45**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	942	839	82	21
NO	253	219	30	4
Total Votes Cast	**1,195**	**1,058**	**112**	**25**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	870	785	71	14
NO	331	280	40	11
Total Votes Cast	**1,201**	**1,065**	**111**	**25**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	1,497			
Registered Voters - DEMOCRATIC PARTY	440			
Registered Voters - REPUBLICAN PARTY	550			
Registered Voters - LIBERTARIAN PARTY	12			
Registered Voters - GREEN PARTY	1			
Registered Voters - NONPARTISAN	494			
Ballots Cast - Total	552	475	69	8

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	0	0	0	0
Write-In Totals	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	0	0	0	0
CRAIG, JACKIE	0	0	0	0
ZIEGLER, ROXANNE	0	0	0	0
Write-In Totals	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	0	0	0	0
NO	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	0	0	0	0
NO	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	609			
Registered Voters - DEMOCRATIC PARTY	211			
Registered Voters - REPUBLICAN PARTY	237			
Registered Voters - LIBERTARIAN PARTY	5			
Registered Voters - GREEN PARTY	1			
Registered Voters - NONPARTISAN	155			
Ballots Cast - Total	293	256	35	2

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	84	80	4	0
Write-In Totals	3	3	0	0
Total Votes Cast	**87**	**83**	**4**	**0**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	45	43	2	0
CRAIG, JACKIE	46	45	1	0
ZIEGLER, ROXANNE	69	66	3	0
Write-In Totals	0	0	0	0
Total Votes Cast	**160**	**154**	**6**	**0**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	64	61	3	0
NO	31	30	1	0
Total Votes Cast	**95**	**91**	**4**	**0**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	57	55	2	0
NO	36	34	2	0
Total Votes Cast	**93**	**89**	**4**	**0**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	2,920			
Registered Voters - DEMOCRATIC PARTY	954			
Registered Voters - REPUBLICAN PARTY	1,079			
Registered Voters - LIBERTARIAN PARTY	36			
Registered Voters - GREEN PARTY	5			
Registered Voters - NONPARTISAN	846			
Ballots Cast - Total	1,084	936	125	23

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	111	105	6	0
Write-In Totals	4	4	0	0
Total Votes Cast	**115**	**109**	**6**	**0**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	48	45	3	0
CRAIG, JACKIE	71	68	3	0
ZIEGLER, ROXANNE	68	66	2	0
Write-In Totals	0	0	0	0
Total Votes Cast	**187**	**179**	**8**	**0**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	93	91	2	0
NO	20	14	6	0
Total Votes Cast	**113**	**105**	**8**	**0**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	84	83	1	0
NO	32	25	7	0
Total Votes Cast	**116**	**108**	**8**	**0**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	3,180			
Registered Voters - DEMOCRATIC PARTY	945			
Registered Voters - REPUBLICAN PARTY	1,315			
Registered Voters - LIBERTARIAN PARTY	41			
Registered Voters - GREEN PARTY	1			
Registered Voters - NONPARTISAN	878			
Ballots Cast - Total	1,289	1,155	127	7

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	5	0	5	0
Write-In Totals	0	0	0	0
Total Votes Cast	**5**	**0**	**5**	**0**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	3	0	3	0
CRAIG, JACKIE	2	0	2	0
ZIEGLER, ROXANNE	2	0	2	0
Write-In Totals	0	0	0	0
Total Votes Cast	**7**	**0**	**7**	**0**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	2	0	2	0
NO	2	0	2	0
Total Votes Cast	**4**	**0**	**4**	**0**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	2	0	2	0
NO	2	0	2	0
Total Votes Cast	**4**	**0**	**4**	**0**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	3,731			
Registered Voters - DEMOCRATIC PARTY	1,232			
Registered Voters - REPUBLICAN PARTY	1,442			
Registered Voters - LIBERTARIAN PARTY	13			
Registered Voters - GREEN PARTY	2			
Registered Voters - NONPARTISAN	1,042			
Ballots Cast - Total	1,652	1,505	126	21

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	1,191	1,071	106	14
Write-In Totals	25	23	1	1
Total Votes Cast	**1,216**	**1,094**	**107**	**15**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	652	578	67	7
CRAIG, JACKIE	696	641	51	4
ZIEGLER, ROXANNE	829	758	66	5
Write-In Totals	6	4	1	1
Total Votes Cast	**2,183**	**1,981**	**185**	**17**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	990	916	64	10
NO	283	240	40	3
Total Votes Cast	**1,273**	**1,156**	**104**	**13**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	918	853	56	9
NO	364	312	48	4
Total Votes Cast	**1,282**	**1,165**	**104**	**13**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	4,291			
Registered Voters - DEMOCRATIC PARTY	1,311			
Registered Voters - REPUBLICAN PARTY	1,751			
Registered Voters - LIBERTARIAN PARTY	26			
Registered Voters - GREEN PARTY	2			
Registered Voters - NONPARTISAN	1,201			
Ballots Cast - Total	2,065	1,865	180	20

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	1,611	1,443	150	18
Write-In Totals	37	35	2	0
Total Votes Cast	**1,648**	**1,478**	**152**	**18**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	927	811	104	12
CRAIG, JACKIE	1,010	929	75	6
ZIEGLER, ROXANNE	1,119	1,017	94	8
Write-In Totals	7	5	2	0
Total Votes Cast	**3,063**	**2,762**	**275**	**26**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	1,256	1,146	97	13
NO	407	350	54	3
Total Votes Cast	**1,663**	**1,496**	**151**	**16**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	1,199	1,089	99	11
NO	476	420	51	5
Total Votes Cast	**1,675**	**1,509**	**150**	**16**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	7,488			
Registered Voters - DEMOCRATIC PARTY	2,113			
Registered Voters - REPUBLICAN PARTY	3,341			
Registered Voters - LIBERTARIAN PARTY	30			
Registered Voters - GREEN PARTY	5			
Registered Voters - NONPARTISAN	1,999			
Ballots Cast - Total	4,263	4,007	220	36

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	3,111	2,915	172	24
Write-In Totals	125	124	1	0
Total Votes Cast	**3,236**	**3,039**	**173**	**24**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	1,454	1,348	98	8
CRAIG, JACKIE	2,758	2,630	107	21
ZIEGLER, ROXANNE	1,531	1,439	80	12
Write-In Totals	21	18	3	0
Total Votes Cast	**5,764**	**5,435**	**288**	**41**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	2,749	2,607	127	15
NO	715	661	46	8
Total Votes Cast	**3,464**	**3,268**	**173**	**23**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	2,447	2,331	103	13
NO	1,006	927	68	11
Total Votes Cast	**3,453**	**3,258**	**171**	**24**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	601			
Registered Voters - DEMOCRATIC PARTY	219			
Registered Voters - REPUBLICAN PARTY	188			
Registered Voters - LIBERTARIAN PARTY	3			
Registered Voters - GREEN PARTY	0			
Registered Voters - NONPARTISAN	191			
Ballots Cast - Total	193	175	18	0

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	151	135	16	0
Write-In Totals	2	1	1	0
Total Votes Cast	**153**	**136**	**17**	**0**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	70	58	12	0
CRAIG, JACKIE	81	75	6	0
ZIEGLER, ROXANNE	96	89	7	0
Write-In Totals	5	3	2	0
Total Votes Cast	**252**	**225**	**27**	**0**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	121	110	11	0
NO	33	26	7	0
Total Votes Cast	**154**	**136**	**18**	**0**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	114	103	11	0
NO	45	38	7	0
Total Votes Cast	**159**	**141**	**18**	**0**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	3,050			
Registered Voters - DEMOCRATIC PARTY	865			
Registered Voters - REPUBLICAN PARTY	1,262			
Registered Voters - LIBERTARIAN PARTY	27			
Registered Voters - GREEN PARTY	1			
Registered Voters - NONPARTISAN	895			
Ballots Cast - Total	1,048	933	89	26

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	837	744	72	21
Write-In Totals	25	22	2	1
Total Votes Cast	**862**	**766**	**74**	**22**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	472	412	48	12
CRAIG, JACKIE	473	428	34	11
ZIEGLER, ROXANNE	509	462	39	8
Write-In Totals	13	11	2	0
Total Votes Cast	**1,467**	**1,313**	**123**	**31**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	677	607	55	15
NO	174	151	20	3
Total Votes Cast	**851**	**758**	**75**	**18**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	623	563	46	14
NO	231	198	29	4
Total Votes Cast	**854**	**761**	**75**	**18**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	2,910			
Registered Voters - DEMOCRATIC PARTY	724			
Registered Voters - REPUBLICAN PARTY	1,360			
Registered Voters - LIBERTARIAN PARTY	26			
Registered Voters - GREEN PARTY	3			
Registered Voters - NONPARTISAN	797			
Ballots Cast - Total	1,363	1,240	105	18

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	661	608	42	11
Write-In Totals	22	19	3	0
Total Votes Cast	**683**	**627**	**45**	**11**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	345	308	33	4
CRAIG, JACKIE	426	402	17	7
ZIEGLER, ROXANNE	429	394	31	4
Write-In Totals	6	6	0	0
Total Votes Cast	**1,206**	**1,110**	**81**	**15**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	533	501	25	7
NO	159	137	18	4
Total Votes Cast	**692**	**638**	**43**	**11**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	465	440	19	6
NO	223	195	23	5
Total Votes Cast	**688**	**635**	**42**	**11**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	369			
Registered Voters - DEMOCRATIC PARTY	132			
Registered Voters - REPUBLICAN PARTY	134			
Registered Voters - LIBERTARIAN PARTY	3			
Registered Voters - GREEN PARTY	0			
Registered Voters - NONPARTISAN	100			
Ballots Cast - Total	157	148	7	2

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	123	117	4	2
Write-In Totals	4	4	0	0
Total Votes Cast	**127**	**121**	**4**	**2**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	59	57	2	0
CRAIG, JACKIE	87	83	2	2
ZIEGLER, ROXANNE	85	82	3	0
Write-In Totals	1	0	1	0
Total Votes Cast	**232**	**222**	**8**	**2**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	105	100	3	2
NO	34	31	3	0
Total Votes Cast	**139**	**131**	**6**	**2**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	98	93	3	2
NO	43	40	3	0
Total Votes Cast	**141**	**133**	**6**	**2**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	1,248			
Registered Voters - DEMOCRATIC PARTY	383			
Registered Voters - REPUBLICAN PARTY	468			
Registered Voters - LIBERTARIAN PARTY	9			
Registered Voters - GREEN PARTY	1			
Registered Voters - NONPARTISAN	387			
Ballots Cast - Total	468	412	55	1

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	397	350	46	1
Write-In Totals	8	8	0	0
Total Votes Cast	**405**	**358**	**46**	**1**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	219	193	26	0
CRAIG, JACKIE	230	215	14	1
ZIEGLER, ROXANNE	251	220	31	0
Write-In Totals	1	0	1	0
Total Votes Cast	**701**	**628**	**72**	**1**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	309	276	32	1
NO	99	88	11	0
Total Votes Cast	**408**	**364**	**43**	**1**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	294	264	29	1
NO	120	106	14	0
Total Votes Cast	**414**	**370**	**43**	**1**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	4,327			
Registered Voters - DEMOCRATIC PARTY	1,611			
Registered Voters - REPUBLICAN PARTY	1,338			
Registered Voters - LIBERTARIAN PARTY	37			
Registered Voters - GREEN PARTY	10			
Registered Voters - NONPARTISAN	1,331			
Ballots Cast - Total	1,623	1,441	159	23

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	0	0	0	0
Write-In Totals	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	0	0	0	0
CRAIG, JACKIE	0	0	0	0
ZIEGLER, ROXANNE	0	0	0	0
Write-In Totals	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	0	0	0	0
NO	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	0	0	0	0
NO	0	0	0	0
Total Votes Cast	**0**	**0**	**0**	**0**

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Statistics

	TOTAL	EARLY	POLLS	PROV
Registered Voters - Total	2,226			
Registered Voters - DEMOCRATIC PARTY	687			
Registered Voters - REPUBLICAN PARTY	848			
Registered Voters - LIBERTARIAN PARTY	20			
Registered Voters - GREEN PARTY	0			
Registered Voters - NONPARTISAN	671			
Ballots Cast - Total	891	779	99	13

TOWN OF MARANA- MAYOR

Vote For 1

	TOTAL	EARLY	POLLS	PROV
HONEA, ED	704	612	80	12
Write-In Totals	12	11	1	0
Total Votes Cast	**716**	**623**	**81**	**12**

TOWN OF MARANA- COUNCIL MEMBER

Vote For 2

	TOTAL	EARLY	POLLS	PROV
BOWEN, DAVE	416	359	48	9
CRAIG, JACKIE	395	360	31	4
ZIEGLER, ROXANNE	468	410	52	6
Write-In Totals	4	4	0	0
Total Votes Cast	**1,283**	**1,133**	**131**	**19**

PROPOSITION 478 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	545	486	49	10
NO	176	147	29	0
Total Votes Cast	**721**	**633**	**78**	**10**

PROPOSITION 479 - TOWN OF MARANA

Vote For 1

	TOTAL	EARLY	POLLS	PROV
YES/ SÍ	510	454	48	8
NO	218	187	29	2
Total Votes Cast	**728**	**641**	**77**	**10**

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