



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 16, 2021, at or after 6:00 PM

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

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on March 16, 2021, 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.

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 declaring March 24, 2021 as "Education and Sharing Day, Marana" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

- C1 Resolution No. 2021-025: Relating to Addressing; renaming the north/south portion of Tangerine Road, south of the existing Tangerine Road to the Santa Cruz River, generally located at the southwest corner of the Tangerine Road and Interstate 10 interchange (Justin Currie)
- C2 Resolution No. 2021-026: Relating to Development; approving a Release of Assurances for a portion of Gladden Farms Blocks 36 & 40 and accepting public improvements for maintenance (Keith Brann)
- C3 Resolution No. 2021-027: Relating to Development; approving a final plat for Gladden Farms Block 27 - Phase 2, Lots 82-173, Common Areas A-13 - A-21 (Landscape, Utilities, Drainage and Grading) and Common Areas B-5 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located at the southwest corner of Moore Rd. and Clark Farms Blvd. (Justin Currie)
- C4 Resolution No. 2021-028: Relating to Technology Services; approving and authorizing the Town Manager to execute Subrecipient Agreement Number 18-AZDOHS-HSGP-180410-01 between the Arizona Department of Homeland Security and the Town of Marana to receive funding for Cybersecurity Enhancement (Kristin Taft)

- C5 Resolution 2021-029: Relating to the Police Department; approving and authorizing the Chief of Police to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force between the Town of Marana Police Department and the State of Arizona through its Department of Public Safety (AZDPS) (Libby Shelton)
- C6 Resolution No. 2021-030: Relating to Police Department; approving and authorizing the Chief of Police to execute the Governor's Office of Highway Safety (GOHS) Contract Number 2021-207-053 between the State of Arizona by and through GOHS and the Town of Marana for funding for equipment for the Marana Police Department (Kristin Taft)
- C7 Approval of the Regular Council Meeting Summary Minutes of February 16, 2021, Council Study Session Summary Minutes of February 23, 2021, and the Special Council Meeting/Retreat Summary Minutes of March 5 and March 4, 2021 (Cherry L. Lawson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

- B1 Resolution No. 2021-031: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Utilities Board and appointing the chair of the Utilities Board from among its membership (David L. Udall)

COUNCIL ACTION

- A1 Resolution No. 2021-032: Relating to Real Estate; vacating public right-of-way located south and west of Adonis Road and dedicated to the Town in 2018 by Deed of Dedication from Tangerine Investment Partners, LLC (Jane Fairall)
- A2 Resolution No. 2021-033: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments (David L. Udall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana Comprehensive Fee Schedule and other various rate and fee adjustments (Yiannis Kalaitzidis)

- D2 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2021/2022 budget, including proposed budget initiatives and expenditures (Terry Rozema)
- D3 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

EXECUTIVE SESSIONS

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

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
- E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Town of Marana Utilities Board.
- E3 Executive Session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the litigation entitled *In Re: AFFF Products Liability Litigation*, MDL No. 2873, currently pending in the United States District Court for the District of South Carolina, related to the potential recovery of costs to remedy water quality issues resulting from perfluorinated compounds contamination.

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

P1

Meeting Date: 03/16/2021

From: Cherry L. Lawson, Town Clerk

Date: March 16, 2021

Subject: Proclamation declaring March 24, 2021 as "Education and Sharing Day, Marana" (Cherry L. Lawson)

Attachments

Proclamation Education & Sharing Day



PROCLAMATION

Declaring March 24, 2021 as "EDUCATION & SHARING DAY, MARANA"

WHEREAS, a quality education is one of the significant foundations for the continuing success of our state, our country, and our society at large; and in the Town of Marana, we strive for the betterment of all of our citizens through an increased focus on education and sharing; and

WHEREAS, through providing the possibility of an excellent education for all, especially children, with which to gain knowledge through rigorous study, we can create hope for a brighter, kinder, and more united and prosperous future in the lives of so many; and

WHEREAS, one of the leading global advocates for the advancement of education, the Lubavitcher Rebbe, Rabbi Menachem Schneerson, stressed the importance of moral and ethical education as the bedrock of humanity and the hallmark of a healthy society, and strongly urged that education be reinforced by the inculcation of strong moral values; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he was awarded the Congressional Gold Medal, and the United States Congress has established his birthdate as a national day to raise awareness and strengthen the education of our children; and

WHEREAS, for more than forty years the President of the United States has recognized and honored the Rebbe's vision each year on that day by proclaiming it "Education & Sharing Day, USA"; and

WHEREAS, we presently battle a global pandemic that has disrupted traditional models of education across our nation while concurrently motivating a focus on the stronger core values we wish to impart to children and adults, beyond academic achievement; and

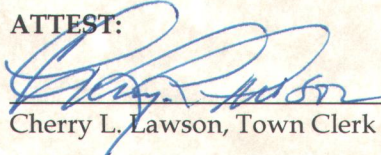
WHEREAS, we can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with awareness that even a single positive act of an individual can make a major impact in this world.

NOW, THEREFORE, the Mayor and Town Council of Marana, Arizona, do hereby proclaim Wednesday, March 24, 2021 as "EDUCATION AND SHARING DAY, MARANA" in the Town of Marana and call upon government officials, educators, volunteers, and citizens to reach out to those within your communities and work to create a better, brighter, and more hopeful future for all.

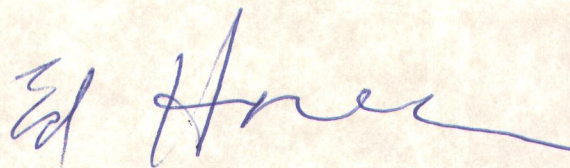
IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Great Seal of the Town of Marana to be affixed at the Town Hall this sixteenth day of March in the year two thousand and twenty-one.

Dated this 16th day of March 2021.

ATTEST:


Cherry L. Lawson, Town Clerk




Ed Honea, Mayor



Council-Regular Meeting

C1

Meeting Date: 03/16/2021

To: Mayor and Council

From: Justin Currie, Planner

Date: March 16, 2021

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2021-025: Relating to Addressing; renaming the north/south portion of Tangerine Road, south of the existing Tangerine Road to the Santa Cruz River, generally located at the southwest corner of the Tangerine Road and Interstate 10 interchange (Justin Currie)

Discussion:

Cypress Civil Development has submitted a request for approval of the Final Plat for Tangerine/I-10 Lots 1 through 10. The Tangerine/I-10 final plat depicts a portion of right-of-way intersecting the existing Tangerine Road and running north/south to the Santa Cruz River. This stretch of right-of-way is also named Tangerine Road. Per Section X.040.C.5.d of the Town of Marana Addressing Manual, "Existing names shall not be assigned to any other alignment".

To comply with the Town's Addressing Manual, the north/south portion of Tangerine Road located south of Tangerine Road to the Santa Cruz River needs to be renamed. Staff has worked with the applicant and has agreed to change the name of the north/south right-of-way from "Tangerine Road" to "Tangelo Park Place." There are no existing property addresses affected by the renaming of this segment.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-025, renaming the north/south portion of Tangerine Road, south of the existing Tangerine Road to the Santa Cruz River, to "Tangelo Park Place."

Suggested Motion:

I move to adopt Resolution No. 2021-025, renaming the north/south portion of Tangerine Road, south of the existing Tangerine Road to the Santa Cruz River, to "Tangelo Park Place."

Attachments

Resolution No 2021-025

Location Map

MARANA RESOLUTION NO. 2021-025

RELATING TO ADDRESSING; RENAMING THE NORTH/SOUTH PORTION OF TANGERINE ROAD, SOUTH OF THE EXISTING TANGERINE ROAD TO THE SANTA CRUZ RIVER, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE TANGERINE ROAD AND INTERSTATE 10 INTERCHANGE

WHEREAS Cypress Civil Development, LLC, an Arizona limited liability company, has applied on behalf of Tangerine/I-10, LLC, an Arizona limited liability company, for approval of the Final Plat for Tangerine/I-10 Lots 1 through 10, located at the southwest corner of the Tangerine Road and Interstate 10 interchange; and

WHEREAS the proposed Tangerine Road as depicted on the Tangerine/I-10 Final Plat is already used as a street name for an arterial street that runs perpendicular to the proposed street; and

WHEREAS the Town's Addressing Manual provides that "[e]xisting names shall not be assigned to any other alignment"; and

WHEREAS the portion of the proposed Tangerine Road needs to be renamed to comply with the Town's Addressing Manual; and

WHEREAS no existing addresses will be affected by this change; and

WHEREAS the Marana Town Council finds that changing the street name is in the best interests of the Town and the public.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona that the north/south portion of Tangerine Road, south of the existing Tangerine Road to the Santa Cruz River, is hereby renamed "Tangelo Park Place."

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of March, 2021.

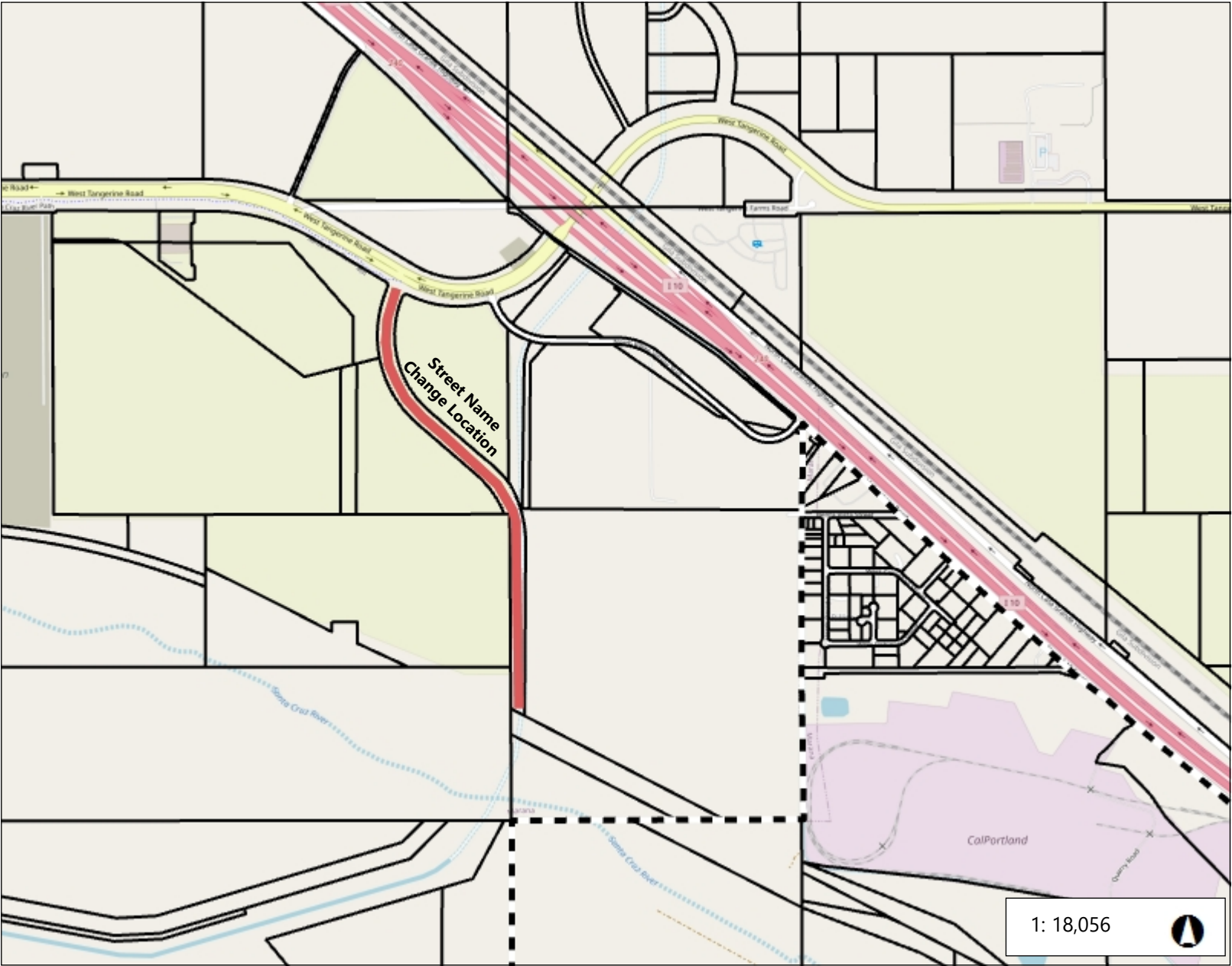
Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

1: 18,056



Notes



Council-Regular Meeting

C2

Meeting Date: 03/16/2021

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Keith Brann, Town Engineer

Date: March 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-026: Relating to Development; approving a Release of Assurances for a portion of Gladden Farms Blocks 36 & 40 and accepting public improvements for maintenance (Keith Brann)

Discussion:

This resolution will release a portion of Gladden Farms Blocks 36 & 40. The original assurance agreement for Gladden Farms Blocks 36 & 40 was between the Town, KB Home under Title Security trust number 201665-T, and Gladden II LLC under Fidelity trust number 60423 and consisted of lots 1-176. Subsequent to the original assurance agreement the subdivision was divided into 2 phases. A substitute assurance agreement removed phase 2 lots from the original trust and placed them under a separate trust that will remain in force.

This resolution will release the lots that remained in the original trust and are considered Phase 1 lots, consisting of Lots 1-22, 38-78, and 155-176.

The infrastructure to be accepted includes streets, water, and wastewater utilities.

Staff Recommendation:

Staff recommends approval of the resolution

Suggested Motion:

I move to approve Resolution No. 2021-026, approving a Release of Assurances for a portion of Gladden Farms Blocks 36 & 40 and accepting public improvements for maintenance.

Attachments

Resolution No. 2021-026
exhibit

MARANA RESOLUTION NO. 2021-026

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR A PORTION OF GLADDEN FARMS BLOCKS 36 & 40 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for 'Gladden Farms Blocks 36 & 40 Lots 1-176, Common Areas "A-1 - "A-7" & "B-1" – "B-5"' ("Gladden Farms Blocks 36 & 40") was recorded in the Pima County Recorder's Office on November 27, 2019, at Sequence 20193310053; and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with KB Home Tucson, Inc. (the "Subdivider") and Title Security Agency, LLC, under Trust No. 201665-T, recorded in the Pima County Recorder's office on November 27, 2019, at Sequence 20193310054, assuring the completion of public improvements for a portion of Gladden Farms Blocks 36 & 40, referred to in this resolution as "GF 36 & 40 Phase 1", consisting of Lots 1-22, 38-78, and 155–176, and associated common areas ("A-1 - A-3", "A-7" & "B-1" – "B-3"); and

WHEREAS the Subdivider has completed the public improvements for GF 36 & 40 Phase 1 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 for GF 36 & 40 Phase 1 is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, approximately 0.59 miles of the following paved streets as shown on the plat of Gladden Farms Blocks 36 & 40 serving GF 36 & 40 Phase 1:

- Romine Drive
- Cervelli Avenue
- Wexford Lane
- Ralston Drive
- The portion of Sutter Drive located north of Golson Drive

Section 3. The Town accepts for maintenance the potable water system serving GF 36 & 40 Phase 1, consisting of approximately 3,067 linear feet of potable water line, water meters, valves, fire hydrants and appurtenances with an estimated value of \$288,740.

Section 4. The Town accepts for maintenance the sanitary sewer system serving GF 36 & 40 Phase 1, consisting of approximately 3,460 linear feet of conveyance system and appurtenances with an estimated value of \$369,375.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C3

Meeting Date: 03/16/2021

To: Mayor and Council

From: Justin Currie, Planner

Date: March 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-027: Relating to Development; approving a final plat for Gladden Farms Block 27 - Phase 2, Lots 82-173, Common Areas A-13 - A-21 (Landscape, Utilities, Drainage and Grading) and Common Areas B-5 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located at the southwest corner of Moore Rd. and Clark Farms Blvd. (Justin Currie)

Discussion:

Request

Rick Engineering, on behalf of Meritage Homes, is requesting the approval of a final plat consisting of 92 residential lots and common areas "A" and "B" on approximately 16.47 acres within the Gladden Farms II development.

Location

The subdivision will be located within Block 27 of the Gladden Farms Blocks 26-43 block plat (Book 62, Page 64) at the southwest corner of Moore Rd. and Clark Farms Blvd.

Zoning

The zoning for Block 27 is F (Specific Plan - Gladden Farms II) with a land use designation of High Density Residential (HDR). The HDR land use permits small-lot, single-family detached homes with a minimum lot size of 3,500 square feet. The proposed average lot size is 5,094 square feet. The proposed minimum lot size is 4,629 square feet. The proposed maximum lot size is 9,694 square feet.

Transportation

The main entry is proposed to be off the proposed Clarks Farm Blvd. right-of-way at the eastern boundary of the subdivision. A temporary access road from Clark Farms Blvd.

to Moore Rd. is proposed at the northeast boundary of the subdivision. Other access points are proposed through the Gladden Farms Block 27 - Phase I subdivision already approved by Town Council. The internal street section is a typical 42-foot wide public right-of-way.

Park Requirements

Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 17,020 square feet of recreation area. The active recreation areas are planned for Common Areas "B-5" and total approximately 28,177 square feet.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Gladden Farms II Specific Plan, the Marana Land Development Code, the Town Code and the Marana General Plan. This final plat is in substantial conformance with all required development regulations. Staff recommends approval of the final plat.

Suggested Motion:

I move to adopt Resolution No. 2021-027, approving a final plat for Gladden Farms Block 27 - Phase 2, Lots 82-173 and Common Areas A-13 - A-21 (Landscape, Utilities, Drainage and Grading) and B-5 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located at the southwest corner of Moore Rd. and Clark Farms Blvd.

Attachments

Resolution No. 2021-027

Gladden Farms Blk 27 Phase II Final Plat

Location Map

Application

MARANA RESOLUTION NO. 2021-027

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 27 - PHASE 2, LOTS 82-173 AND COMMON AREAS A-13 - A-21 (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) AND COMMON AREAS B-5 - B-7 (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) LOCATED AT THE SOUTHWEST CORNER OF MOORE RD. AND CLARK FARMS BLVD.

WHEREAS, on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2006.03, approving a rezoning to create the Gladden Farms II Specific Plan; and

WHEREAS, on December 19, 2006, the Mayor and Town Council adopted Ordinance No. 2006.35, approving the first amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26 - 43, recorded in the Office of the Pima County Recorder at Book 62, Page 64; and

WHEREAS, on March 6, 2018, the Mayor and Town Council adopted Ordinance No. 2018.006, approving the second amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on July 21, 2020, the Mayor and Town Council adopted Resolution No. 2020-074, approving a preliminary plat for Gladden Farms Block 27; and

WHEREAS, on February 2, 2021, the Mayor and Town Council adopted Resolution No. 2021-012, approving the final plat for Gladden Farms Block 27 - Phase I; and

WHEREAS Rick Engineering, on behalf of Crown West Realty, LLC, has applied for approval of a final plat for a 92-lot single-family residential home subdivision within Block 27 - Phase 2 of the Gladden Farms Blocks 26 - 43 block plat located approximately at the southwest corner of Moore Rd. and Clark Farms Blvd.; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on March 16, 2021, determined that the final plat for Gladden Farms Block 27 - Phase 2, Lots 82-173 and associated common areas should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Gladden Farms Block 27 - Phase 2, Lots 82-173 and Common Areas A-13 - A-21 and Common Areas B-5 - B-7 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 16.47 ACRES; 717,625 SQUARE FEET.
2. THE EXISTING ZONING IS F (SPECIFIC PLAN – GLADDEN FARMS) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS HIGH DENSITY RESIDENTIAL (HDR).
3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 92. THE DENSITY IS 5.59 RAC.
4. MINIMUM ALLOWABLE LOT SIZE IS 3,500 SQUARE FEET PER THE HDR LAND USE DESIGNATION.
5. MINIMUM LOT SIZE: 4,629 SF.
MAXIMUM LOT SIZE: 9,694 SF.
AVERAGE LOT SIZE: 5,094 SF.
6. MAXIMUM BUILDING HEIGHT: 30 FEET
7. MINIMUM SITE SETBACKS:
FRONT: 10 FEET
MAY BE REDUCED TO 5 FEET WITH REAR OR SIDE LOADED GARAGE*
FRONT PORCH: 5 FEET*
FRONT-LOADED GARAGE: 20 FEET
SIDE-LOADED GARAGE: 5 FEET*
* MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
SIDE: 0 FEET
MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
ACCESSORY STRUCTURES: 5 FEET
REAR: 10 FEET MAY BE REDUCED TO 5 FEET WITH REAR LOADED GARAGE.
PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
8. PARKING SPACES REQUIRED: (2 FOR EACH FAMILY UNIT) = 184 SPACES
PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 368 SPACES
9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
- PUBLIC STREETS IS 3.30 AC, 143,866 SF
COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 0.31 AC, 13,600 SF
COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 2.22 AC, 96,507 SF
10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. TOTAL MILES OF NEW PUBLIC STREET IS 0.61.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.
18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.
19. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.
20. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L, OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.4.e DEVELOPMENT STANDARDS – SMALL – LOT SINGLE-FAMILY DETACHED – HDR LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 17,020 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 28,177 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREA "B-5".
21. THE LAND BEING SUBDIVIDED IS THE SAME AS PARCEL "B" AS SHOWN ON THE RECORD OF SURVEY RECORDED IN SEQ#20202240459, BEING A PORTION OF BLOCK 27, OF GLADDEN FARMS 26-43, A SUBDIVISION RECORDED IN BOOK 62 OF MAPS AND PLATS AT PAGE 64 THEREOF, LYING IN THE NORTH HALF OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

SEE SHEET 4 FOR ADDITIONAL NOTES



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DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTY HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

I, THE UNDERSIGNED HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 AND CONSENT TO ANNEXATION OF ADDITIONAL PARCELS RECORDED IN DOCKET 13150, PAGE 7169 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201665-T, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

BY: _____
TRUST OFFICIAL _____ DATE _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS ____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF TITLE SECURITY AGENCY LLC, TRUST NO. 201665-T, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES _____

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE SOLE BENEFICIARY OF TRUST NO. 201665-T, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST IS:

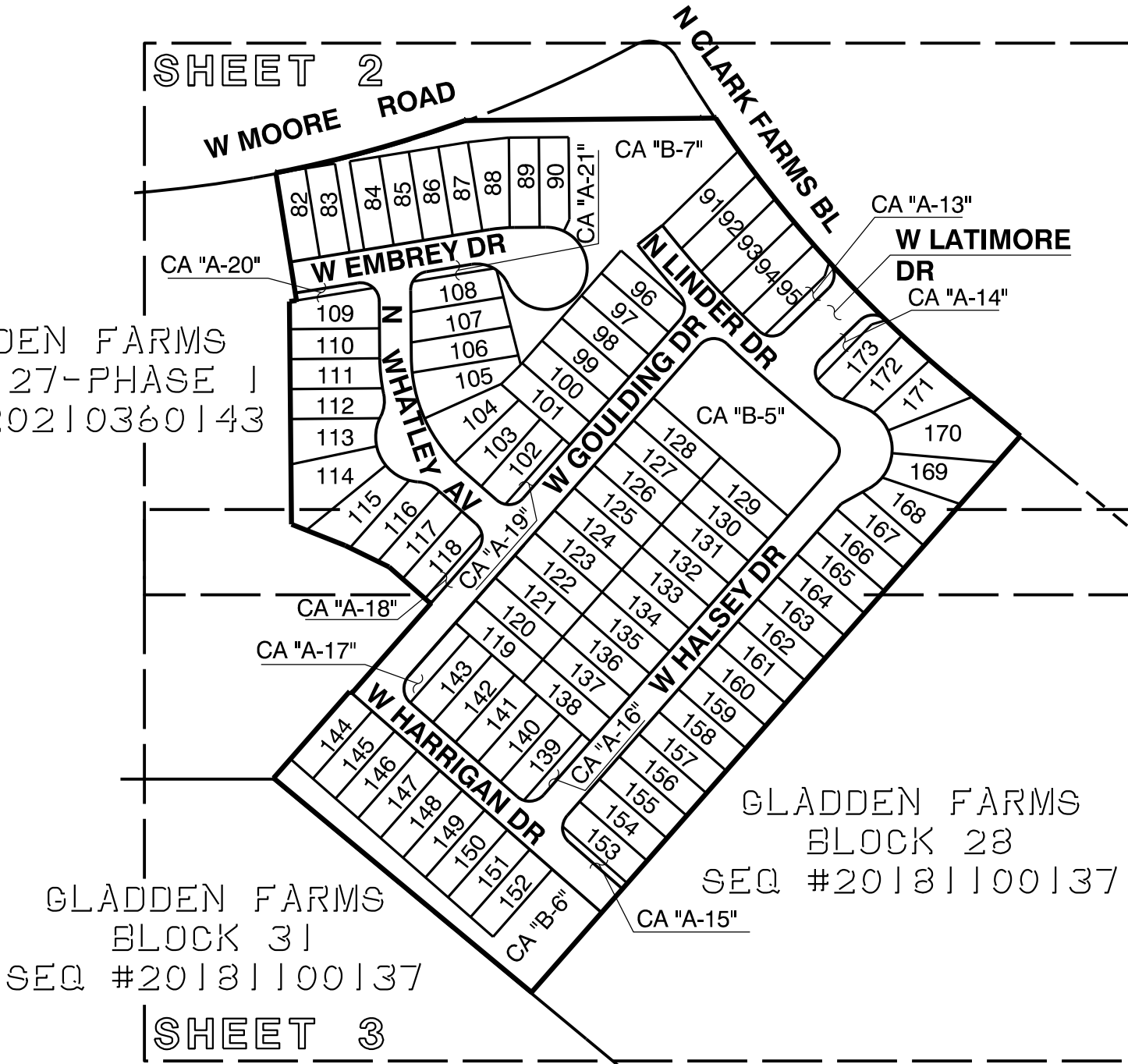
KB HOME TUCSON
3501 EAST SPEEDWAY BOULEVARD, SUITE 101
TUCSON, ARIZONA 85716

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND TOWN OF MARANA BRASS DISC AT THE NORTHWEST CORNER OF SAID SECTION. SAID BEARING BEING N00°30'09"W.

ADMINISTRATIVE ADDRESS

10828 WEST MIKE ETTER BOULEVARD
MARANA, ARIZONA 85653



SHEET INDEX

- 1 COVER SHEET
2-3 PLAT SHEETS
4 PLAT NOTES AND TABLES

ASSURANCES

ASSRANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 201665-T, FOR LOTS 82-173 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2021 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____
TOWN OF MARANA _____ DATE _____

RECORDING

SEQ: #2021 _____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE _____
TIME _____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: _____
DEPUTY

CERTIFICATION OF SURVEY

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



- 1 SEQ #20192910094
2 SEQ #20181100137
3 SEQ #20121740308
4 SEQ #20071020612
5 SEQ #20201810353
6 SEQ #20040110791
7 SEQ #20032160454
8 SEQ #20052030148
9 SEQ #20051970423
10 SEQ #20061300698
11 SEQ #20072170310
12 SEQ #20060970432
13 SEQ #20051750608
14 SEQ #20032160452
15 SEQ #20040700645
16 SEQ #20173130070
17 SEQ #20182500081
18 SEQ #20193310053
19 SEQ #20190530029
20 SEQ #20210360143

LEGEND

SYMBOL	ITEM
	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
	FOUND SURVEY MONUMENT, AS NOTED
	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 25)
	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
	DRIVEWAY ORIENTATION ON LOTS
	SIGHT VISIBILITY TRIANGLE
	SECTION QUARTER CORNER
	LOT NUMBER
	EXIST R/W
	SECTION LINE
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTERLINE
	EASEMENT BOUNDARY

TOWN OF MARANA APPROVALS

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

MARANA DEVELOPMENT SERVICES DIRECTOR _____ DATE _____

MARANA WATER DIRECTOR _____ DATE _____

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE ____ DAY OF _____, 2021.

CLERK OF THE TOWN OF MARANA _____ DATE _____

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR _____ DATE _____

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 27 - PHASE 2

LOTS 82-173 & COMMON AREAS "A-13"- "A-21"; & "B-5"- "B-7"

COMMON AREA "A-13" THRU "A-21" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-5" THRU "B-7" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
BEING A RESUBDIVISION OF A PORTION OF BLOCK 27 OF GLADDEN FARMS 26-43
BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV2010-001 PCV-05028 PRV-06073F PRV2002-002 PRV2101-001
SHEET 1 OF 4

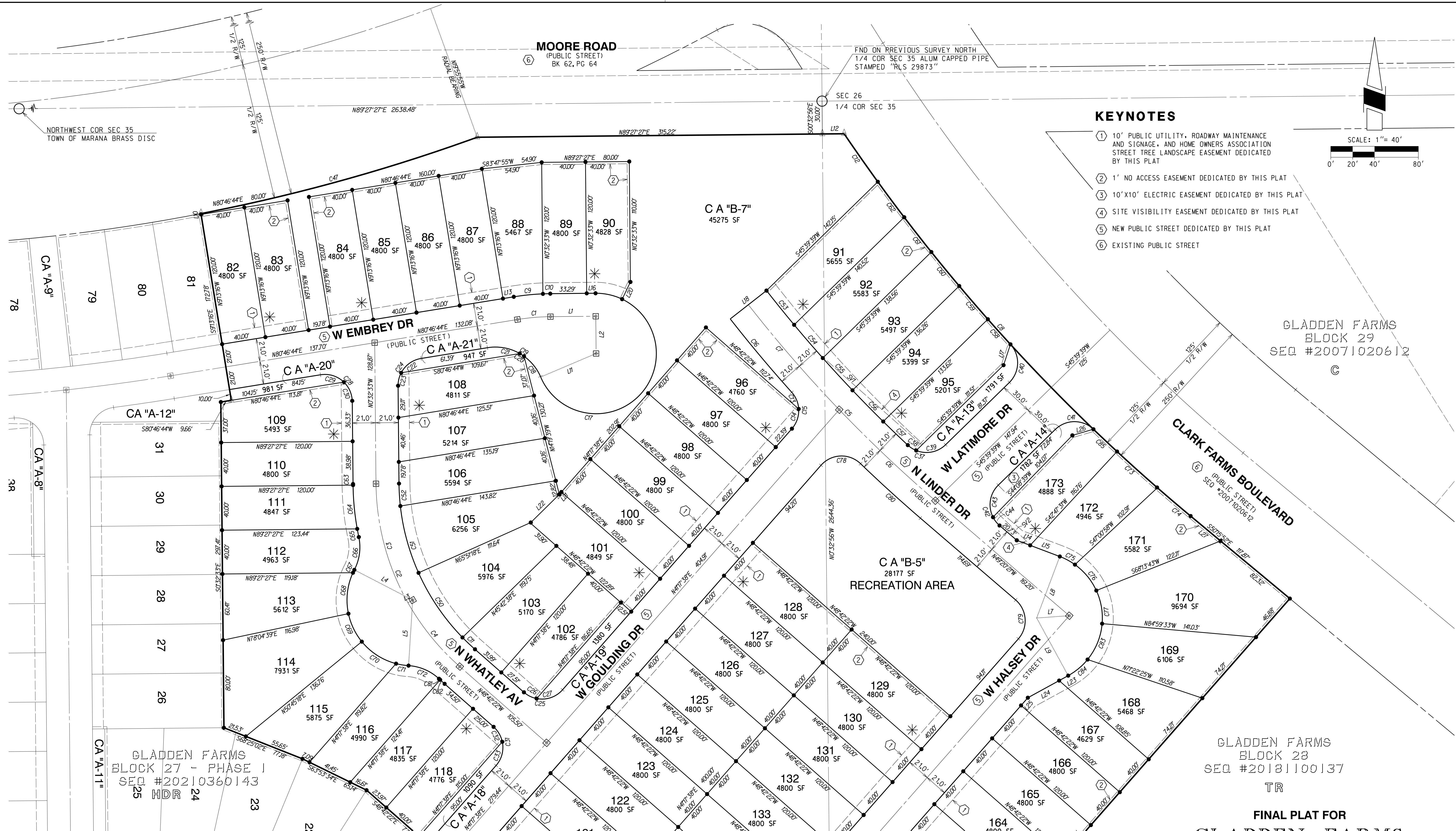
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SEQUENCE #2021

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KEYNOTES

- 1 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT DEDICATED BY THIS PLAT
- 2 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
- 3 10'X10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
- 4 SITE VISIBILITY EASEMENT DEDICATED BY THIS PLAT
- 5 NEW PUBLIC STREET DEDICATED BY THIS PLAT
- 6 EXISTING PUBLIC STREET

GLADDEN FARMS
BLOCK 29
SEQ #20071020612
C

CLARK FARMS BOULEVARD
(PUBLIC STREET)
SEQ #20071020612

GLADDEN FARMS
BLOCK 28
SEQ #20181100137
TR

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 27 - PHASE 2

LOTS 82-173 & COMMON AREAS "A-13"-"A-21"; & "B-5"-"B-7"
COMMON AREA "A-13" THRU "A-21" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

PRV2010-001 PCV-05028 PRV-06073F PRV2002-002 PRV2101-001
SHEET 2 OF 4

SEE SHEET 4 FOR LINE
AND CURVE TABLES



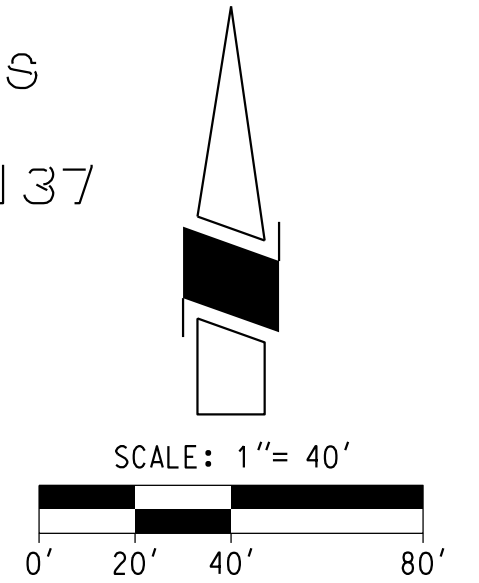
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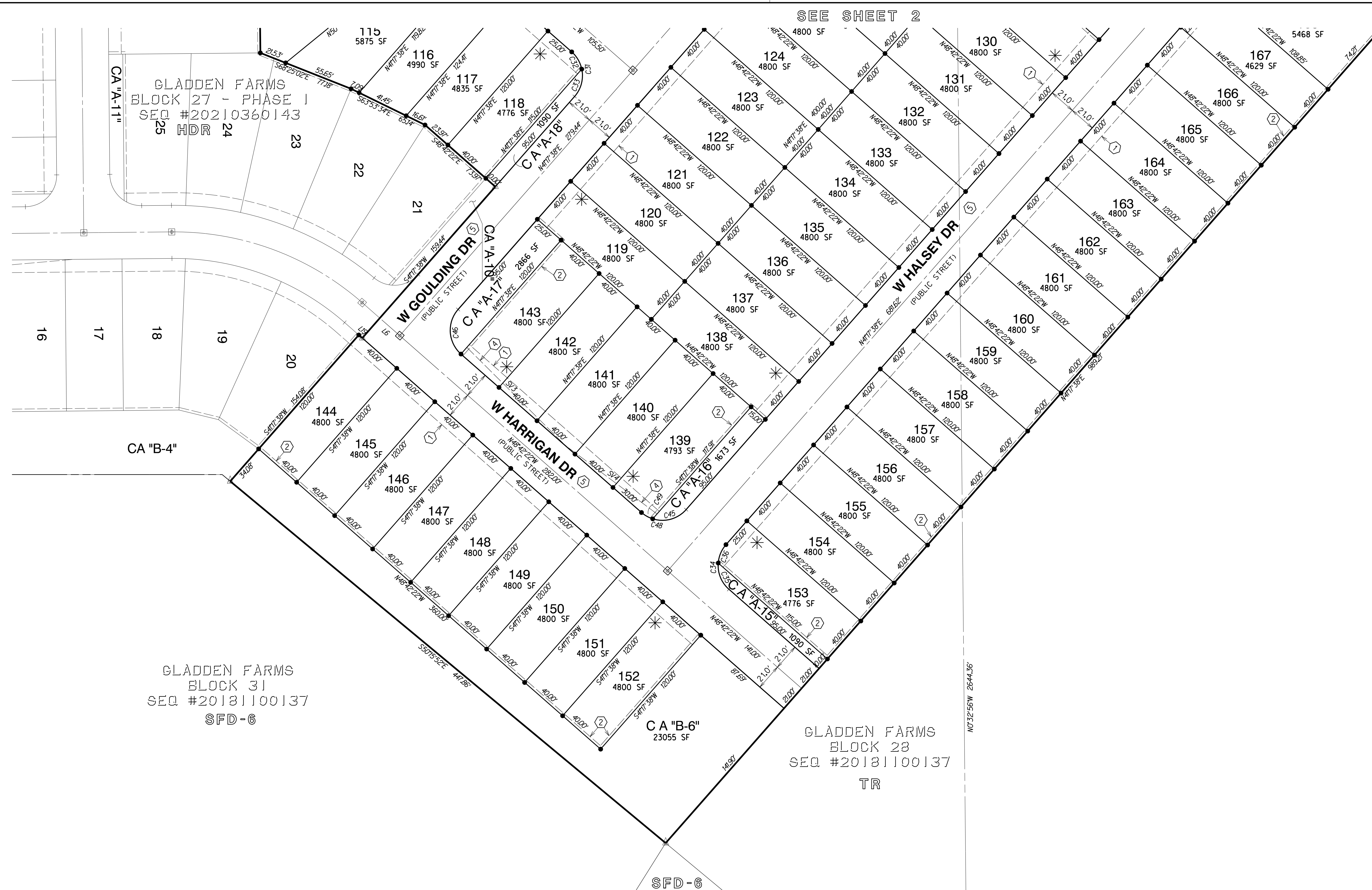
GLADDEN FARMS
BLOCK 28
SEQ #20181100137
TR



KEYNOTES

- ① 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION STREET TREE LANDSCAPE EASEMENT DEDICATED BY THIS PLAT
- ② 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
- ③ 10'X10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
- ④ SITE VISIBILITY EASEMENT DEDICATED BY THIS PLAT
- ⑤ NEW PUBLIC STREET DEDICATED BY THIS PLAT
- ⑥ EXISTING PUBLIC STREET

SEE SHEET 4 FOR LINE
AND CURVE TABLES



GLADDEN FARMS
BLOCK 31
SEQ #20181100137
SFD-6

GLADDEN FARMS
BLOCK 28
SEQ #20181100137
TR

GLADDEN
FARMS BLOCK 33
SEQ #20181100137

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 27 - PHASE 2
LOTS 82-173 & COMMON AREAS "A-13"-"A-21", & "B-5"-"B-7"
COMMON AREA "A-13" THRU "A-21" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
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BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.
PRV2010-001 PCV-05028 PRV-06073F PRV2002-002 PRV2101-001
SHEET 3 OF 4



FND ON PREVIOUS
SURVEY, CENTER 1/4
COR SEC 35,
2" OPEN PIPE



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LINE ANNOTATION
DATA TABLE

LINE # LENGTH DIRECTION

L1	41.35'	N89°27'27"E
L2	34.00'	S00°32'33"E
L3	5.00'	N60°30'14"E
L4	60.00'	S62°38'05"E
L5	60.00'	N03°38'33"E
L6	21.00'	N48°42'22"W
L7	29.86'	N85°58'39"E
L8	60.00'	S20°38'42"W
L9	60.00'	N28°41'24"W
L10	0.78'	N09°13'16"W
L11	55.00'	S66°58'31"W
L12	19.91'	S89°25'47"W
L13	10.00'	N80°46'44"E
L14	13.08'	S69°21'18"E
L15	28.92'	S69°21'18"E
L16	8.06'	N89°27'27"E
L17	20.00'	N18°18'08"E
L18	42.00'	N52°01'01"E
L19	3.69'	N48°42'22"W
L20	17.42'	S25°37'31"W
L21	2.91'	S41°17'38"W
L22	36.56'	N45°22'17"E
L23	9.42'	S61°18'36"W
L24	32.58'	S61°18'36"W
L25	9.39'	S41°17'38"W
L26	20.00'	N73°40'22"E
L27	35.55'	N50°15'52"W

SVT EASEMENT
LINE ANNOTATION
DATA TABLE

LINE # LENGTH DIRECTION

SV1	125.91'	S48°23'18"E
SV2	43.10'	S45°45'25"E
SV3	109.97'	S45°07'47"E
SV4	90.52'	N53°13'12"W

CURVE ANNOTATION
DATA TABLE

CURVE # LENGTH RADIUS DELTA

C1	30.29'	200.00'	8°40'43"
C2	189.14'	225.00'	48°09'49"
C3	113.70'	225.00'	28°57'13"
C4	75.44'	225.00'	19°12'35"
C5	247.75'	1250.00'	11°21'21"
C6	120.94'	1250.00'	5°32'37"
C7	126.80'	1250.00'	5°48'44"
C8	472.67'	1675.00'	16°10'07"
C9	26.77'	221.00'	6°56'21"
C10	6.71'	221.00'	1°44'23"
C11	15.72'	204.00'	4°24'59"
C12	53.57'	1675.00'	1°49'56"
C13	16.77'	25.00'	38°25'36"
C14	19.54'	25.00'	44°47'36"
C15	36.31'	25.00'	83°13'12"
C16	87.47'	1271.00'	3°56'34"
C17	237.60'	55.00'	247°31'04"
C18	24.65'	45.00'	31°23'09"
C19	59.84'	45.00'	76°11'47"
C20	4.61'	45.00'	5°52'05"
C21	30.59'	45.00'	38°56'33"
C22	23.18'	25.00'	53°07'48"
C23	12.30'	25.00'	28°11'28"
C24	35.48'	25.00'	81°19'17"
C25	39.27'	25.00'	90°00'00"
C26	13.08'	25.00'	29°59'09"
C27	26.19'	25.00'	60°00'51"
C28	43.06'	25.00'	98°40'43"
C29	23.18'	25.00'	53°07'48"
C30	19.87'	25.00'	45°32'55"
C31	39.27'	25.00'	90°00'00"
C32	16.09'	25.00'	36°52'12"
C33	23.18'	25.00'	53°07'48"
C34	39.27'	25.00'	90°00'00"
C35	23.18'	25.00'	53°07'48"
C36	16.09'	25.00'	36°52'12"
C37	38.15'	25.00'	87°25'55"
C38	9.17'	25.00'	21°00'37"
C39	28.98'	25.00'	66°25'19"
C40	38.46'	25.00'	88°08'46"

CURVE ANNOTATION
DATA TABLE

CURVE # LENGTH RADIUS DELTA

C41	38.46'	25.00'	88°08'46"
C42	41.45'	25.00'	95°00'00"
C43	31.71'	25.00'	72°40'10"
C44	9.74'	25.00'	22°19'50"
C45	28.98'	25.00'	66°25'19"
C46	39.27'	25.00'	90°00'00"
C47	261.97'	1675.00'	8°57'40"
C48	39.27'	25.00'	90°00'00"
C49	10.29'	25.00'	23°34'41"
C50	71.72'	204.00'	20°08'40"
C51	63.48'	204.00'	17°49'46"
C52	20.56'	204.00'	5°46'23"
C53	40.18'	1229.00'	1°52'24"
C54	40.08'	1229.00'	1°52'06"
C55	40.02'	1229.00'	1°51'56"
C56	40.00'	1229.00'	1°51'54"
C57	31.14'	1229.00'	1°27'06"
C58	30.84'	1675.00'	1°03'17"
C59	40.08'	1675.00'	1°22'16"
C60	40.15'	1675.00'	1°22'24"
C61	40.25'	1675.00'	1°22'36"
C62	40.37'	1675.00'	1°22'51"
C63	1.02'	246.00'	0°14'12"
C64	40.19'	246.00'	9°21'40"
C65	7.60'	246.00'	1°46'11"
C66	30.85'	45.00'	39°16'31"
C67	2.90'	60.00'	2°46'17"
C68	38.24'	60.00'	36°30'59"
C69	28.61'	60.00'	27°19'21"
C70	37.78'	60.00'	36°04'46"
C71	11.55'	60.00'	11°01'59"
C72	30.85'	45.00'	39°16'31"
C73	49.53'	1675.00'	1°21'08"
C74	49.82'	1675.00'	1°42'16"
C75	15.71'	60.00'	15°00'01"
C76	31.04'	60.00'	29°38'23"
C77	31.05'	60.00'	29°38'55"
C78	40.45'	25.00'	92°41'52"
C79	39.55'	25.00'	90°37'59"
C80	73.89'	1271.00'	3°19'51"

CURVE ANNOTATION
DATA TABLE

CURVE # LENGTH RADIUS DELTA

C81	1.47'	246.00'	0°20'31"
C82	5.50'	246.00'	1°16'55"
C83	35.87'	60.00'	34°15'05"
C84	23.17'	60.00'	22°07'30"
C85	29.67'	1675.00'	1°00'54"

GENERAL NOTES - CONTINUED

22. THE RELOCATION OF ANY UTILITIES SHALL BE AT NO EXPENSE TO THE PUBLIC, THE TOWN OF MARANA, OR THE CORTARO MARANA IRRIGATION DISTRICT.
23. ANY BUILDING OVER 3,600 SQUARE FEET UNDER ROOF MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES. ANY DWELLING HAVING LIMITED ACCESS IN EXCESS OF 150- FEET, OR 12% ACCESS GRADE, OR LOW CLEARANCE MUST BE EVALUATED BY THE NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.
24. SOME OR ALL OF THE LANDS WITHIN THIS PROJECT SHALL CONTINUE TO BE SUBJECT TO TAX AND/OR ASSESSMENT BY THE CORTARO/MARANA IRRIGATION DISTRICT AND CORTARO WATER USERS' ASSOCIATION.
25. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.
26. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT RECORDED AT DOCKET 13063, PAGE 4202.
27. THIS PLAT FALLS UNDER THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN. IF AN ISSUE, CONDITION OR SITUATION ARISES FROM THIS PLAT THAT IS NOT COVERED OR PROVIDED FOR IN THE SPECIFIC PLAN, THOSE REGULATIONS IN THE TOWN OF MARANA LAND DEVELOPMENT CODE THAT ARE APPLICABLE FOR THE MOST SIMILAR ISSUE, CONDITION OR SITUATION SHALL BE USED BY THE PLANNING DIRECTOR AS THE GUIDELINES TO RESOLVE THE UNCLEAR ISSUE, CONDITION OR SITUATION.
28. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE GLADDEN FARMS II SPECIFIC PLAN ADOPTED BY MARANA ORDINANCE NO. 2006.03 ON MARCH 7, 2006, AS AMENDED BY THE FIRST AMENDMENT ADOPTED BY MARANA ORDINANCE NO. 2006.35 ON DECEMBER 19, 2006, AND THE SECOND AMENDMENT ADOPTED BY MARANA ORDINANCE NO. 2018.006 ON MARCH 6, 2018. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS AND AGREEMENTS OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-38, THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2006-218, THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-074, THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2018-100, THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2019-122, AND THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ADOPTED BY MARANA RESOLUTION 2020-134.
29. PER SECTION 6.5 OF THE GLADDEN FARMS II DEVELOPMENT AGREEMENT, A VOLUNTARY IMPROVEMENT IN-LIEU FEE OF \$1,200 PER LOT SHALL BE PAID TO THE MARANA UNIFIED SCHOOL DISTRICT UPON THE ISSUANCE OF BUILDING PERMITS FOR EACH INDIVIDUAL RESIDENTIAL UNIT WITHIN THIS BLOCK.
30. THIS PROPERTY LIES WITHIN THE GLADDEN FARMS II COMMUNITY FACILITIES DISTRICT. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN THE REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THE FINAL SUBDIVISION PLAT. PURSUANT TO THE DISTRICT DEVELOPMENT, FINANCING, PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE I) COMMUNITY FACILITIES DISTRICT) DATED JANUARY 1, 2008 (AS AMENDED, THE GFCFD#2 DA"), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE GFCFD#2 DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACULTY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.
31. PER THE DEVELOPMENT AGREEMENT 2.6 BANK PROTECTION, IN COMPLIANCE WITH CONDITION 16 OF ORDINANCE NO. 99.02, DEVELOPER SHALL PAY \$500 PER ACRE OF AFFECTED PROPERTY FOR BANK PROTECTION AS SET FORTH HEREINAFTER. THEREFORE, THE TOTAL OBLIGATION OF DEVELOPER FOR THE PROJECT IS \$316,640 (\$500 x 633.28 AFFECTED ACRES). EACH RESIDENTIAL OR COMMERCIAL SUBDIVISION PLAT SHALL BE REQUIRED TO PAY THEIR TOTAL OBLIGATION OF \$18,625.88 PER BLOCK, PRIOR TO RELEASE OF ASSURANCES FOR THAT BLOCK. WITHIN BLOCKS THAT ARE NOT SUBDIVIDED AND DEVELOPMENT PLAT IS THE ONLY PROCESS, THE OBLIGATION FOR THOSE BLOCKS SHALL BE PAID PRIOR TO DEVELOPMENT PLAN APPROVAL.

FINAL PLAT FOR
GLADDEN FARMS
BLOCK 27 - PHASE 2
LOTS 82-173 & COMMON AREAS "A-13"-"A-21"; & "B-5"-"B-7"
COMMON AREA "A-13" THRU "A-21" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-5" THRU "B-7" (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
BEING A RESUBDIVISION OF A PORTION OF BLOCK 27 OF GLADDEN FARMS 26-43
BOOK 62, PAGE 64, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.



PRV2010-001 PCV-05028 PRV-06073F PRV2002-002 PRV2101-001
SHEET 4 OF 4

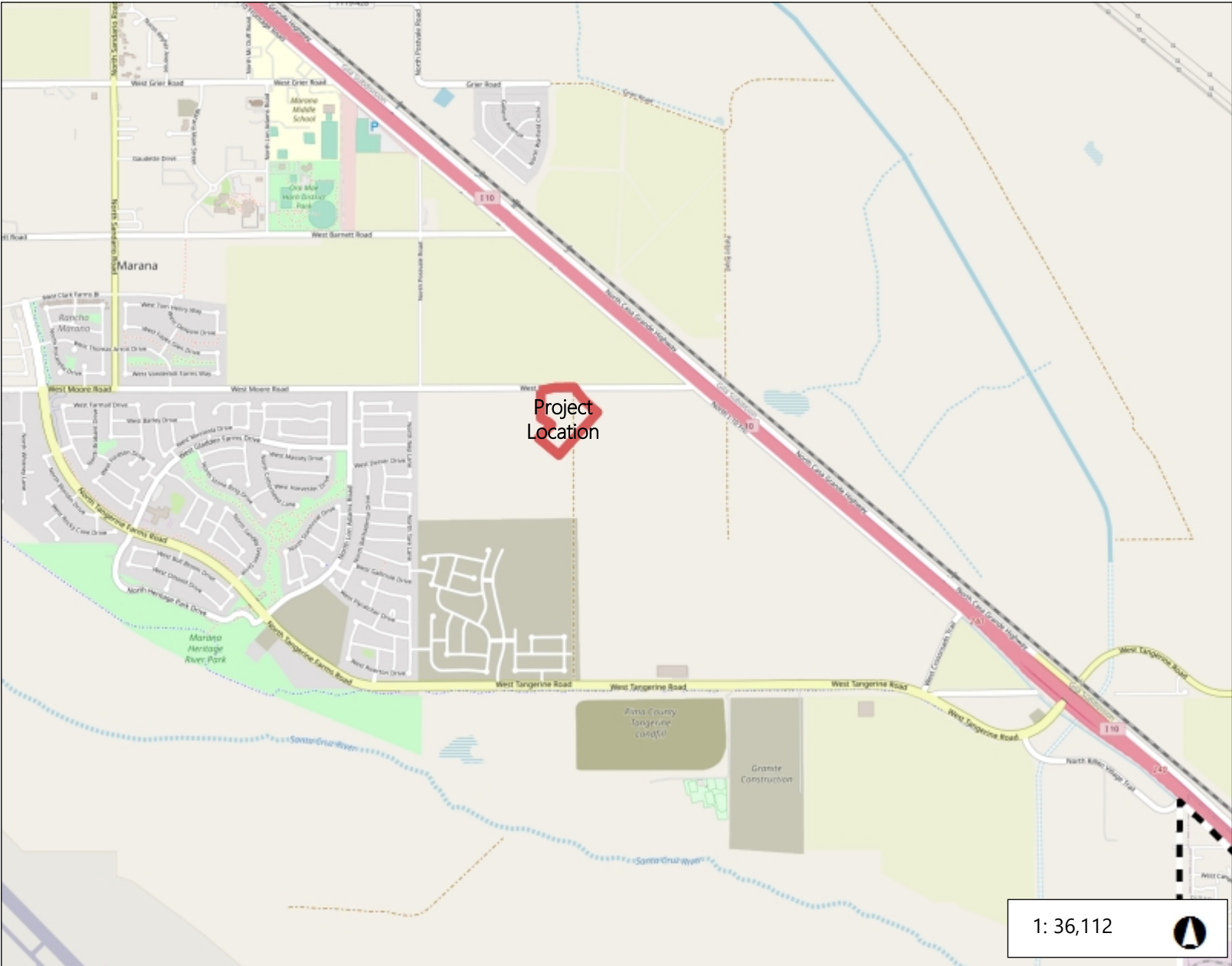
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14:08



Legend

Marana Town Limits



Notes

1.1 0 0.57 1.1 Miles



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: Gladden Block 27 Phase 2 Final Plat

Description of Project: Single Family Detached Homes

Number of Lots: 92

Parcel No.(s): 217-54-012B

Gross Area (Acres): 16.47

Project Address: 10828 West Mike Etter Blvd

Ref. Project No.: PRV2002-002

CONTACT INFORMATION

Owner: Title Security Agency LLC, Trust 201665-T

Contact Name: Cindy Rieche

Address: 2730 E. Broadway #100

City: Tucson

State: AZ

Zip: 85716

Email: cindy.reiche@titlesecurity.com

Phone No.: (520) 747-1644

Applicant: Rick Engineering Company, Inc.

Contact Name: Chuck Martin

Address: 3945 E. Ft. Lowell Road, Ste 111

City: Tucson

State: AZ

Zip: 85712

Email: cmartin@rickengineering.com

Phone No.: (520) 795-1000

Consultant/Engineer: Rick Engineering Company, Inc.

Contact Name: Bruce Paton

Address: 3945 E. Ft. Lowell Road, Ste 111

City: Tucson

State: AZ

Zip: 85712

Email: bpaton@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.)

Chuck Martin

12/29/2020

Applicant Name (PRINT)

Signature

Date

FOR OFFICIAL USE ONLY

Revision Date 03/29/2019

Project No. **PRV2101-001**

Date Received **12/30/2020**



Council-Regular Meeting

C4

Meeting Date: 03/16/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: March 16, 2021

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community: Create a safe community

Subject: Resolution No. 2021-028: Relating to Technology Services; approving and authorizing the Town Manager to execute Subrecipient Agreement Number 18-AZDOHS-HSGP-180410-01 between the Arizona Department of Homeland Security and the Town of Marana to receive funding for Cybersecurity Enhancement (Kristin Taft)

Discussion:

The Town of Marana applied to the Arizona Department of Homeland Security (AZDOHS) for a "Town of Marana Cybersecurity Enhancement" grant. This cybersecurity enhancement project will allow the Town to better plan for, protect against, and respond to cybersecurity threats from terrorists. Security measures have been identified through a comprehensive security gap analysis that aligns with multiple National Institute of Standards and Technology (NIST) frameworks.

The Town originally applied for this grant in 2020 and was awarded grant agreement number 20-AZDOHS-HSGP-200404-01 and approved resolution number 2020-108. Within the original grant application, the Town requested hardware and software items totaling \$114,160. The Town of Marana received the aforementioned subrecipient grant agreement in the amount of \$20,000 from the Arizona Department of Homeland Security (AZDOHS). The awarded \$20,000 was used to purchase and implement 1 NextGen Firewall at our network edge and/or on our internal SCADA network. AZDOHS had additional funds from the Federal Fiscal Year 2018 which needed to be reallocated and provided the Town with a second award/agreement (18-AZDOHS-HSGP-180410-01) for \$20,000 in order to purchase our second firewall.

The requested hardware and software will significantly enhance our security posture through a multifaceted approach: implementing NextGen firewalls, multi-factor authentication, data discovery tools, identity access management system, and using a Wi-Fi spectrum analyzer. These tools will ensure the confidentiality, integrity and availability of the Town's data both internally and while in transit among various partners in the Southern Arizona region. It will also allow the Town to better recognize compromised data that originates from our regional partners, and allow us to intervene and assist them as well.

The Town is not required to provide match funding under this award. This Grant Agreement will become effective on March 1, 2021, and will terminate on July 31, 2021. This is a federal award passed to the Town through the State's Department of Homeland Security.

Financial Impact:

Fiscal Year: 2021
Budgeted Y/N: Y
Amount: \$20,000

Budget appropriation for this grant award is available in the Town's Grants and Contributions Fund (2015-21500000).

Staff Recommendation:

Staff recommends approval of the Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the "Town of Marana Cybersecurity Enhancement" project.

Suggested Motion:

I move to adopt Resolution No. 2021-028; approving and authorizing the Town Manager to execute Subrecipient Agreement Number 18-AZDOHS-HSGP-180410-01 between the Arizona Department of Homeland Security and the Town of Marana to receive funding for Cybersecurity Enhancement.

Attachments

Resolution No. 2021-028
Grant Agreement
Project Administration Page
Award Letter

MARANA RESOLUTION NO. 2021-028

RELATING TO TECHNOLOGY SERVICES; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUBRECIPIENT AGREEMENT NUMBER 18-AZDOHS-HSGP-180410-01 BETWEEN THE ARIZONA DEPARTMENT OF HOMELAND SECURITY AND THE TOWN OF MARANA TO RECEIVE FUNDING FOR CYBERSECURITY ENHANCEMENT

WHEREAS on October 6, 2020, the Town Council adopted Resolution No. 2020-018 authorizing the Town Manager to execute Subrecipient Agreement Number 20-AZDOHS-HSGP-200404-01 between the Arizona Department of Homeland Security and the Town of Marana to receive funding for Cybersecurity Enhancement which awarded the Town \$20,000; and

WHEREAS the Arizona Department of Homeland Security (AZDOHS) has additional funds from Federal Fiscal Year 2018 which needed to be reallocated and provided the Town of Marana with a second award of \$20,000 in grant funding for cybersecurity enhancement as a subrecipient of the U.S. Department of Homeland Security Grant Program; and

WHEREAS the second grant award will allow the Town to purchase a second firewall that will significantly enhance our security posture through a multifaceted approach; and

WHEREAS the Town Council finds that it is in the best interests of the community to accept the second grant award from AZDOHS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Subrecipient Agreement Number 18-AZDOHS-HSGP-180410-01 between the Arizona Department of Homeland Security and the Town of Marana, attached as Exhibit A and incorporated within this resolution by this reference, is hereby approved, the Town Manager is authorized to execute the agreement, 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 grant agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

SUBRECIPIENT AGREEMENT - REALLOCATION

18-AZDOHS-HSGP-180410-01

Between

The Arizona Department of Homeland Security

And

Town of Marana (DUNS# 098034143)

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

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

I. PURPOSE OF AGREEMENT

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

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **March 1, 2021** and shall terminate on **July 31, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Town of Marana Cybersecurity Enhancement**" and funded at **\$20,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

- a. Provide up to **\$20,000** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

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

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

VII. APPLICABLE REGULATIONS

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

Davis Bacon Act

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

Insurance Coverage

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

National Incident Management System (NIMS)

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

Environmental Planning and Historic Preservation

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

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

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

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

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

Travel Costs

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

Procurement

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

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 standards;
- b) SAFECOM Guidance;
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

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

Property Control

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

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

- a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
- b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.
- f) Equipment Record Retention
 - a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.” All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

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

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:

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

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

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

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

d) Final Quarterly Report:

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

e) Property Control Form – if applicable:

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

a. In case of equipment disposition:

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

f) Financial Reimbursements

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

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

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

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

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

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

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

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

Article B – Acceptance of Post Award Changes

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

Article C - Procurement of Recovered Materials

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

Article D - Whistleblower Protection Act

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

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

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

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

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

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

Article I - Rehabilitation Act of 1973

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

Article J - Trafficking Victims Protection Act of 2000

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

Article K - Terrorist Financing

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

Article L - SAFECOM

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

Article M - Reporting Subawards and Executive Compensation

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

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

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

Article P - Civil Rights Act of 1964 - Title VI

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

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

The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

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

Article S - Age Discrimination Act of 1975

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

Article T - Activities Conducted Abroad

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

Article U - Acknowledgement of Federal Funding from DHS

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

Article V - DHS Specific Acknowledgements and Assurances

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

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

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

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

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

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

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

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

Article Y – Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement

The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

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

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

Article AB – National Environmental Policy Act

All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions

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

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

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

Article AE - Hotel and Motel Fire Safety Act of 1990

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

Article AF - Fly America Act of 1974

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

Article AG - Federal Leadership on Reducing Text Messaging while Driving

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

Article AH - Federal Debt Status

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

Article AI - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

Article AL - Duplication of Benefits

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

Article AM - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

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

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

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

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

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

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

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

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

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

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

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

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

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

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

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

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

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

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

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

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

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. PARAGRAPH HEADINGS

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

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

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

XXXVII. NOTICES

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

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

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

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

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

Project Administration Page

Grant #: **180410-01**

Subrecipient: **Town of Marana**

Project Title: **Town of Marana Cybersecurity Enhancement**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Town of Marana**

Point of Contact: **Isaac Abbs**

Subrecipient Address:

Street: **11555 W. Civic Center Dr.**

City/State/Zip: **Marana, AZ 85653-7090**

Head of Agency: **Town Manager Jamsheed Mehta**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone #: **(520) 382-1906**

E-mail Address: jmehta@maranaaz.gov

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **South Region, Tucson UASI**

4. Initiative Title: **Strengthen Cybersecurity Capabilities**

5. Total Dollar Amount Requested: **\$114,160** Total Dollar Amount Awarded: **\$20,000**

This form is to be signed and returned.

Project Administration Page

Grant #: **180410-01**

Subrecipient: **Town of Marana**

Project Title: **Town of Marana Cybersecurity Enhancement**

Grant Program: **FFY 2018 Homeland Security Grant Program Award - REALLOCATION**

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact:

Isaac Abbs

Print Name

Signature

Date

AZDOHS Staff:

Simone Dzwianko

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$114,160	\$20,000
Training	\$0	\$0
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$114,160</u>	<u>\$20,000</u>

This form is to be signed and returned.



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

February 16, 2021

Town Manager Jamsheed Mehta
Town of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653-7090

Subject: FFY 2018 Homeland Security Grant Program Award - REALLOCATION
Subrecipient Agreement Number: **180410-01**
Project Title: **Town of Marana Cybersecurity Enhancement**

Dear Town Manager Jamsheed Mehta,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Town of Marana Cybersecurity Enhancement**" has been **partially funded** under the 2018 State Homeland Security Grant Program for **\$20,000**. The grant performance period is **March 1, 2021 to July 31, 2021**. Your application will be kept on file for additional funding consideration if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2018 federal award date as indicated in the U.S. DHS award package is 9/01/2018 with a total amount of funding of \$25,580,000. The Federal Award Identification Number is EMW-2018-SS-00004-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before May 1, 2021, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until March 1, 2021. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink, reading "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director



Council-Regular Meeting

C5

Meeting Date: 03/16/2021

To: Mayor and Council

Submitted For: Libby Shelton, Deputy Town Attorney

From: Libby Shelton, Deputy Town Attorney

Date: March 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2021-029: Relating to the Police Department; approving and authorizing the Chief of Police to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force between the Town of Marana Police Department and the State of Arizona through its Department of Public Safety (AZDPS) (Libby Shelton)

Discussion:

The Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) is a statewide multi-agency task force led by the Arizona Department of Public Safety Gang Enforcement Bureau. The mission of the Arizona State Gang Task Force is, in collaboration with citizens, partnered agencies and intelligence resources, to suppress criminal gangs and transnational crime.

GIITEM's unique approach brings together law enforcement from municipal, county, state, and federal jurisdictions in a coordinated, intelligence-driven approach to deal with gangs and violent human smuggling organizations on a large scale. Traditionally, Arizona agencies addressed the gang and illegal immigration problem individually rather than collectively. This separate approach resulted in displacement rather than focused and directed enforcement efforts and identification. The primary benefit of the GIITEM task force is the combined resolution of the involved agencies and citizens, who ultimately are the recipients of the project's services, to cripple gangs and human smuggling organizations in the state rather than displacing these problems into adjoining jurisdictions.

By signing this agreement, Marana Police Department agrees to assign up to two sworn

law enforcement officers to GIITEM. DPS will reimburse the Marana Police Department on a monthly basis for 75% of the payroll expenses related to the assignment and will assign a DPS vehicle to the Marana Department officer(s). At this time, Marana Police Department will assign one law enforcement officer to GIITEM. The duration of the IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually for a period of time not to exceed five years.

Financial Impact:

Fiscal Year: 2021
Budgeted Y/N: Y
Amount: \$ TBD

As existing officers will be selected to participate in this program, budget appropriations are available in the Police Department budget in the General fund and in the Grants fund (2015). The amount is unknown at this time, and will depend on the officer selected for the assignment and when the assignment begins.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-029, authorizing the Police Chief to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force.

Suggested Motion:

I move to adopt Resolution 2021-029 authorizing the Police Chief to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force.

Attachments

Resolution No. 2021-029
IGA

MARANA RESOLUTION NO. 2021-029

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT REGARDING GANG AND IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE BETWEEN THE TOWN OF MARANA POLICE DEPARTMENT AND THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF PUBLIC SAFETY (AZDPS)

WHEREAS GIITEM is a statewide multi-agency task force led by the AZDPS Gang Enforcement Bureau; and

WHEREAS the mission of GIITEM is, in collaboration with citizens, partnered agencies and intelligence resources, to suppress criminal gangs and transnational crime; and

WHEREAS the Town of Marana, through its Police Department, seeks to participate in GIITEM and to receive financial assistance; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Intergovernmental Agreement regarding Gang and Immigration Intelligence Team Enforcement Mission between the Arizona Department of Public Safety and the Marana Police Department, attached to this resolution as Exhibit A, and authorizing the Chief of Police 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 task force agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Jane Fairall, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Marana Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign up to two (2) AZ P.O.S.T. certified sworn law enforcement officers, herein referred to as "officer(s)", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer(s) shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer(s) to maintain all benefits, rights, and privileges available to said officer(s) as if they were assigned on a full-time basis to the Agency. The assigned officer(s) must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer(s)) for seventy-five (75%) percent of payroll expenses of the officer(s) related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. Monthly vacation or sick leave which accrues, but not used by the officer(s), will not be reimbursed. The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer(s) reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer(s)'s annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer(s) by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a Department vehicle to the Agency's officer(s). The officer(s) is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer(s) must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer(s) assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer(s) will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer(s) shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officer(s) who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. E-VERIFY

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program and agree to comply with A.R.S. § 23-214, subsection A.

A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

Failure to comply with State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

DPS retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with the warranty under paragraph 1.

VIII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

IX. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

X. JURISDICTION

The Agency agrees to permit their officer(s) to work outside of their regular jurisdictional boundaries.

XI. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer(s) covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer(s)'s assignment to GIITEM.

XIII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XV. AVAILABILITY OF FUNDS

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

XVI. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Chief Ruben Nunez
Marana Police Department
11555 W. Civic Center Dr
Marana, Arizona 85653

XVIII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

[Signatures on next page]

STATE OF ARIZONA

BY: _____
Colonel Heston Silbert, Director
Arizona Department of Public Safety

DATE: _____

APPROVED AS TO FORM:

Assistant Attorney General

DATE: _____

MARANA POLICE DEPARTMENT

BY: _____
Chief Ruben Nunez, Chief of Police
Marana Police Department

DATE: _____

TOWN OF MARANA

ATTEST:

APPROVED AS TO FORM:

Terry Rozema, Town Manager

Jane Fairall, Town Attorney



Council-Regular Meeting

C6

Meeting Date: 03/16/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: March 16, 2021

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2021-030: Relating to Police Department; approving and authorizing the Chief of Police to execute the Governor's Office of Highway Safety (GOHS) Contract Number 2021-207-053 between the State of Arizona by and through GOHS and the Town of Marana for funding for equipment for the Marana Police Department (Kristin Taft)

Discussion:

The Governor's Office of Highway Safety (GOHS) received funding from the passage of Proposition 207 "The Smart and Safe Arizona Act." GOHS used this grant funding to open a new competitive grant application process for agencies to apply for the following reasons as set forth in Proposition 207:

1. REDUCING IMPAIRED DRIVING, INCLUDING CONDUCTING TRAINING PROGRAMS AND PURCHASING EQUIPMENT FOR DETECTING TESTING AND ENFORCING LAWS AGAINST DRIVING, FLYING OR BOATING WHILE IMPAIRED.
2. EQUIPMENT, TRAINING AND PERSONNEL COSTS FOR DEDICATED TRAFFIC ENFORCEMENT.

The Marana Police Department (MPD) has been awarded \$59,800 in contract number 2020-207-053 to purchase a fully outfitted pickup. This pickup will be designated as the MPD Commercial Motor Vehicle (CMV) Inspection vehicle. The grant agreement includes all expenses to purchase the vehicle and to outfit it with appropriate equipment, graphics, and decals. There is no match requirement from the Town and the grant period of performance is from 1/1/2021 - 12/31/2021.

The MPD CMV Inspection program is aimed at reducing deaths and injuries involving large trucks, buses and cars due to unsafe driver behaviors. MPD currently has two

officers trained to conduct CMV Inspections.

MPD is increasing CMV and non-CMV traffic enforcement, safety belt enforcement, and driver roadside inspections. The goals are to improve driver regulatory compliance, implement CMV driver education and awareness to the motor carrier population, educate youth about safely sharing the roads with large trucks and buses, and increase awareness to the general motoring public about safe operations around commercial motor vehicles. In addition, MPD will schedule a one-week enforcement and education blitz in October to spotlight and address unsafe driving behavior by both CMV and car drivers. This blitz will coincide with the Commercial Vehicle Safety Alliance (CVSA) "Operation Safe Driver" campaign held every October.

Financial Impact:

Fiscal Year:	2021
Budgeted Y/N:	Y
Amount:	\$59,800

Budget appropriation for this award is available in Fund 2015. The grant covers 100% of the expenses for the purchase of the vehicle, materials, and supplies; there is no match requirement from the Town. The Town will be responsible for the ongoing operation, maintenance, updates, and replacement costs of any equipment purchased with grant funding. However, once the vehicle reaches the end of its useful life, the Town does not intend to replace it using Town funding.

Staff Recommendation:

Staff recommends approval of Resolution No. 2021-030 authorizing the Chief of Police to execute Contract Number 2021-207-053 from the Governor's Office of Highway Safety for the purchase of equipment for the Marana Police Department (Kristin Taft)

Suggested Motion:

I move to adopt Resolution No. 2021-030 authorizing the Chief of Police to execute Contract Number 2021-207-053 from the Governor's Office of Highway Safety for the purchase of equipment for the Marana Police Department.

Attachments

Resolution No. 2021-030
Grant Agreement

MARANA RESOLUTION NO. 2021-030

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) CONTRACT NUMBER 2021-207-053 BETWEEN THE STATE OF ARIZONA BY AND THROUGH GOHS AND THE TOWN OF MARANA FOR FUNDING FOR EQUIPMENT FOR THE MARANA POLICE DEPARTMENT

WHEREAS the State of Arizona, by and through the Governor's Office of Highway Safety (GOHS) received funding from the passage of Proposition 207 "The Smart and Safe Arizona Act"; and

WHEREAS the Marana Police Department has been awarded \$59,800 in GOHS Contract No. 2020-207-053 from Proposition 207 funding for the purchase of equipment; and

WHEREAS the Town of Marana recognizes its duty to protect its citizens through effective police powers; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into the contract with GOHS to be eligible to receive the awarded funds.

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

SECTION 1. GOHS Contract Number 2020-207-053, attached to and incorporated by this reference in this resolution as Exhibit A between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana, is hereby approved and the Chief of Police is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN
OF MARANA, ARIZONA, this 16th day of February, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall Town Attorney



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Reuben Nunez
Marana Police Department
11555 W. Civic Center Drive
Marana, Arizona 85653

PROJECT REFERENCE:

Contract Number: 2021-207-053
Total Estimated Costs: \$59,800.00
Purpose of Project: Proposition 207 Funding
Materials and Supplies: Vehicle Graphics & Outfitting,
and Capital Outlay Equipment: 1 Police Package Ford
Truck.

Dear Chief Nunez,

Attached is one copy of the referenced Proposition 207 Funding Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been **significant changes** throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 6);
4. As Agency Head, sign and date the signature page;
5. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007.

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

2-23-2021

Date

Enclosures



2021 CONTRACT 207 FUND

AGENCY MARANA POLICE DEPARTMENT		GOHS CONTRACT NUMBER 2021-207-053	
ADDRESS 11555 w. Civic Center Drive, Marana, Arizona 85653		PROGRAM AREA 207 FUND	
AGENCY CONTACT Kristin Taft		PHONE 520-382-2679	
GOHS GRANT COORDINATOR Ellen Bourget		PHONE 602-255-3213	
PURPOSE OF PROJECT Prop 207 Funds will support Materials and Supplies: Vehicle Graphics & Outfitting, and Capital Outlay Equipment: 1 Police Package Ford Truck.			
BUDGET COST CATEGORY			Project Period CY 2021
1. Personnel Services			\$0.00
2. Employee Related Expenses (40%)			\$0.00
3. Professional and Outside Services			\$0.00
4. Travel In-State			\$0.00
5. Travel Out-of-State			\$0.00
6. Materials and Supplies			\$15,300.00
7. Capital Outlay			\$44,500.00
TOTAL ESTIMATED COSTS			\$59,800.00
CURRENT GRANT PERIOD		FROM: 01-01-2021	TO: 12-31-2021
TOTAL 207 FUNDS OBLIGATED THIS CY: \$59,800.00			
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.			

GOALS AND OBJECTIVES:

The Agency will make expenditures, to meet the outlined Program Goals/Objectives:

- (a) Reducing impaired driving, including conducting training programs and purchasing equipment for detecting testing and enforcing laws against driving, flying or boating while impaired.
- (b) Equipment, training and personnel costs for dedicated traffic enforcement.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

STATE CONTRACT:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS ENFORCEMENT REPORTING SYSTEM.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Calendar Year (December 31th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. *Note:* Failure to comply with the outlined GOHS reporting requirements may result in withholding of State funds or termination of the Contract.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested. Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records. RCIs shall be delivered via email or mail with appropriate supporting documentation to the Governor's Office of Highway Safety. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Calendar Year (December 31st). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept financial responsibility.**

PROJECT MONITORING:

207 Fund grant project monitoring is used by the GOHS project coordinator to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations. The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide

assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the calendar year. If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and submit via regular mail to the Director of the Governor's Office of Highway Safety. The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and submit the request via regular mail. All requests for modification must bear the signature of the Agency Head. **Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be negotiated with the Director of the Governor's Office of Highway Safety.**

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

PRESS RELEASE: Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE, and

WHEREAS, AGENCY has submitted an application for Funds for 207 funds projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of GOHS in monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit a Final Report on the Contract to include all financial, performance, and other reports required as a condition of the grant to GOHS within thirty (30) days of the completion of the Contract.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Administrator, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.**
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS, or unless otherwise provided elsewhere in this Contract.**

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply. The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.**
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.**

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.**
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,**

AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated: In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract. The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. Reimbursement information:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Signature of Agency Head:

Reuben Nunez, Chief of Police
Marana Police Department

**Signature of Secondary Official
(If applicable)**

Date

Telephone

Date

Telephone

AUTHORITY

1. This Project is authorized by **A.R.S 36-2817** and regulations promulgated there under. The funds authorized for this Project have been appropriated and budgeted by the "Smart and Safe Arizona Act" The expenses are reimbursable under Proposition 207 passed into Arizona's Constitution November 30, 2020.

2. AGREEMENT AND AUTHORIZATION TO PROCEED

**By State Official responsible to Governor for the
Administration of the State Highway Safety Agency**

**Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative**

Approval Date



Council-Regular Meeting

C7

Meeting Date: 03/16/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: March 16, 2021

Subject: Approval of the Regular Council Meeting Summary Minutes of February 16, 2021, Council Study Session Summary Minutes of February 23, 2021, and the Special Council Meeting/Retreat Summary Minutes of March 5 and March 4, 2021 (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 02/16/2021

Council Study Session Meeting Summary Minutes, 02/23/2021

Special Council Meeting/Retreat Summary Minutes, 03/04/2021

Special Council Meeting/Retreat Summary Minutes, 03/05/2021



MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 16, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, 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: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.

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

APPROVAL OF AGENDA

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

CALL TO THE PUBLIC

PROCLAMATIONS

PR1 Proclamation honoring Daniel (Dan) E. Rowan, Marana Police Officer (Reuben Nunez)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea reported on the notoriety of Marana from persons outside of the community.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Rozema thanked Officer Dan Rowan for his service to the Town, and provided an overview of single-family housing permits issued. He reported that the Council will hosts its Retreat Meeting at the Wigwam Resort on March 4-5, 2021 and the March 2, 2021 Council Meeting has been canceled due to the Retreat Meeting being scheduled.

PRESENTATIONS

P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2020-2021 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation of the second quarter results (July-December) for the Town's General Fund and other major selected funds for the 2020-2021 fiscal year. *(A copy of the presentation is on available on the Town's website for viewing, and is available in the Town Clerk's Office for review.)*

P2 Relating to Finance; presentation of the Town's Fiscal Year 20-21 Second Quarter Investment Report; discussion regarding compliance with the Town's Investment Policy; and an update on the current investment environment and impact of the pandemic on the Town's Investment Market (Yiannis Kalaitzidis)

Mr. Kalaitzidis and Luke Schneider, CFA Director of PFM provided a PowerPoint Presentation of the Town's Fiscal Year 20-21 Second Quarter Investment Report; discussion regarding compliance with the Town's Investment Policy; and an update on the current investment environment and impact of the pandemic on the Town's Investment Market. *(A copy of the presentation is on available on the Town's website for viewing, and is available in the Town Clerk's Office for review.)*

CONSENT AGENDA

C1 Resolution No. 2021-016: Relating to Development; approving a Preliminary Plat for Gladden Farms Blocks 31 & 33 Lots 1-235, Common Areas A-1 - A-11 (Landscape, Utilities, Drainage and Grading), B-1 - B-5 (Recreation, Landscape, Utilities, Drainage and Grading) located south of the intersection of Moore Road and Mike Etter Boulevard (Justin Currie)

C2 Resolution No. 2021-017: Relating to Development; approving a Preliminary Plat for Gladden Farms Block 37 Lots 1-275, Common Areas A-1 - A-14 (Landscape, Utilities, Drainage and Grading), B-1 - B-7 (Recreation, Landscape, Utilities, Drainage and Grading) located east of the intersection of Midfield Road and Mike Etter Boulevard (Justin Currie)

C3 Resolution No. 2021-018: Relating to Development; approving a Release of Assurances for a portion of Lazy K Bar Ranch and accepting public improvements for maintenance (Keith Brann)

C4 Resolution No. 2021-019: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 38th El Tour de Tucson 28-Mile Event (Jim Conroy)

C5 Resolution No. 2021-020: Relating to Police Department; approving and authorizing the Town Manager to execute Subrecipient Agreements No. 20-AZDOHS-OPSG-200420-01 and No. 20-AZDOHS-OPSG-200420-02 with the Arizona Department of Homeland Security for purposes of receiving funds under the FFY20 Operation Stonegarden Grant Program (Kristin Taft)

C6 Resolution No. 2021-021: Relating to Utilities; approving and authorizing the Mayor to execute the Settlement Agreement regarding Public Water Infrastructure Participation and Water Service Agreement with Marana Technology Campus, L.L.C. and Northwest Storage, L.L.C. (Jane Fairall)

C7 Resolution No. 2021-022: Relating to Community and Neighborhood Services; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2020-2021 Community Development Block Grant Program (Lisa Shafer)

C8 Resolution No. 2021-023: Relating to Emergency Management; approving and authorizing the Finance Director to execute the Disaster Assistance Agreement for Federally Declared Disasters with the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona, for funding related to COVID-19 expenses (Kristin Taft)

C9 Approval of the Council Study Session Meeting Summary Minutes of February 9, 2021, and the Council Regular Meeting Summary Minutes of February 2, 2021 (Cherry L. Lawson)

Council Member Ziegler moved and Council Member Kai second the motion approving the Consent Agenda. Motion passes unanimously, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.001; Relating to Development; approving a rezoning of approximately 40 acres of land located east of Interstate 10, south of Tangerine Road, and west of Breakers Road from Zone C - Large Lot Zone to Heavy Industry (HI) (Brian D. Varney)

[6:37 PM Minutes:] Mayor Honea opened the public hearing to receive testimony on the item.

Senior Planner Brian Varney provided an overview of the proposed rezoning of approximately 40 acres of land located east of Interstate 10, south of Tangerine Road, and west of Breakers Road from Zone C - Large Lot Zone to Heavy Industry. *(The full video on this item is available for viewing on the Town's website at www.MaranaAZ.gov)*

Council Member Craig inquired as to the existing Marana water line service area stating she did not think the water line extended to that property site area. **Mr. Varney** stated the owner, **Paul Oland**, would bring an existing line to the site, as it serves north of the site and terminates up into that area, but that the owner would extend the line to the south. Marana does serve that property area. **Council Member Craig** stated she had hope the Town would use the line from the new residential construction is paying to bring over, and there would be impact fees generated from that. She asked whether the owner would be able to utilize the Mandarinina water service line for its project. **Mr. Varney** stated he is not sure whether that would occur.

Council Member Kai asked what the water requirements would be for this project. **Mr. Varney** stated the owner would need water flow for the building on the site. They will also need it for fire flow to provide fire suppression for the RV storage and interior storage. He does not believe the contractor's yard would require much fire suppression. Definitely, the self-storage area would require sprinklers. **Council Member Kai** asked whether Marana Water would be able to supply those needs. **Mr. Varney** stated in his opinion, the Marana Water Department has confirmed that they would be able to provide service to property, and has approved the request for service on that property.

Council Member Comerford asked what type of barrier would surround the property. **Mr. Varney** replied stating when the Town draft the development plan, those types of things would be provided in detail. There will be some type of security barrier, possibly a decorative type fence, or a wrought iron simulated fence. The owner would want to secure the site to keep people out. The development plan may mimic the plan with Premier, landscape buffering as well as street finishes.

Paul Oland, Owner of Paradigm Land Design, LLC addressed the comments related to screening stating the building from the Tangerine direction would block almost the entire view from the contractor's yard. He is excited about the buildings as they are looking to introduce an indoor RV storage unit. This is not something that is seen in this industry, and believes there will be a strong demand for it. He believes that the indoor condition space will be good and successful. R-Con Construction will relocate to this area, as they are currently located in Pima County. This company does much business in town, but they are looking to relocate its headquarters to Marana.

He commented on the contractor's yard stating (referring to the map) is a concept that Paradigm is looking to incorporate on two or three of the larger lots. This is a concept that has taken over in the Phoenix area whereby it is a smaller lot with 24-hour security that is used by smaller contractors. Typically, small business owners whose business is ran from its residence, and the HOA does not permit the owner to park their work trucks on the roadway.

He stated they accept all conditions; however, would like to use some water for operations, but not for irrigation.

Council Member Ziegler asked whether the site would have security cameras. **Mr. Oland** replied yes.

[6:47 PM Minutes:] Mayor Honea closed the public hearing.

Vice Mayor Post moved and Council Member Ziegler second the motion to adopt Marana Ordinance No. 2021.001, approving the Tangerine 40 Rezoning subject to the recommended conditions. Motion passes unanimously, 7-0.

A2 PUBLIC HEARING: Ordinance No. 2021.002: Relating to Development; approving a rezoning of approximately 1.84 acres of land located at 4535 W. Ina Road, south of Ina Road and approximately 0.10 Miles east of Interstate 10, from R-36 (single-family residential) to Village Commercial (VC) (Anita McNamara)

[6:48 PM Minutes:] Mayor Honea opened the public hearing to receive testimony on the item.

Long-Ranger Planner Anita McNamara provided an overview of the proposed rezoning of approximately 1.84 acres of land located at 4535 W. Ina Road, south of Ina Road and approximately 0.10 Miles east of Interstate 10, from R-36 (single-family residential) to Village Commercial (VC). *(The full video on this item is available for viewing on the Town's website at www.MaranaAZ.gov)*

[6:50 PM Minutes:] Mayor Honea closed the public hearing.

Council Member Ziegler moved and Council Member Kai second the motion to adopt Marana Ordinance No. 2021.002, approving a rezoning of approximately 1.84 acres of land located at 4535 W. Ina Road from R-36 Residential to Village Commercial. Motion passes unanimously, 7-0.

A3 PUBLIC HEARING: Ordinance No. 2021.003: Relating to Development; amending the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement); revising provisions related to the issuance of conditional use permits, including findings for approval; rewriting provisions regarding the issuance of temporary use permits; adding provisions related to the classification and enforcement of violations of Title 17; modifying various other provisions; and designating an effective date (David L. Udall)

Resolution No. 2021-024: Relating to Development; declaring as a public record filed with the Town Clerk amendments to the Marana Town Code, Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement); revising provisions related to the issuance of conditional use permits, including findings for approval; rewriting provisions regarding the issuance of temporary use permits; adding provisions related to the classification and enforcement of violations of Title 17; modifying various other provisions; and designating an effective date (David L. Udall)

[6:52 PM Minutes:] Mayor Honea open the meeting to receive testimony on the item.

Associate Town Attorney David Udall stated Town staff has been working for some time on migrating the Land Development Code into Title 17 of the Marana Town Code, as well as revising Title 17 as needed. As part of these efforts, staff has modified chapter 17-3 (administration and enforcement). In addition to minor corrections and stylistic changes throughout the chapter, the proposed amendment revises section 17-3-2 (conditional use permits), section 17-3-3 (temporary use permits) and section 17-3-6 (responsibility for enforcement) and adds a new section related to enforcement. *(The full video on this item is available for viewing on the Town's website at www.MaranaAZ.gov)*

[6:53 PM Minutes:] Mayor Honea closed the public hearing.

Council Member Comerford moved and Vice Mayor Post second the motion to adopt Ordinance No. 2021.003 amending Marana Town Code Title 17 (Land Development Code), Chapter 17-3 (Administration and Enforcement) and Resolution No. 2021-024 declaring the amendments a public record. Motion passes unanimously, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Budget; discussion, direction and possible action regarding development of the fiscal year 2021/2022 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Mr. Rozema stated this is an opportunity for the Council to provide direction to Town staff of any additional budget considerations in the upcoming fiscal year 2021-2022.

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 (Terry Rozema)

Mr. Rozema reported there is no new business on the federal level as it relates to Covid-19. The Town is awaiting information on this. On the state level, it is business as usual, and he referenced the legislative report that was provided to Mayor and Council. He stated SB1405; one that the Town is tracking very closely, as it has significant impact on the town from a financial standpoint would provide some additional funding for Tangerine Roadway. That continues to move through the process. Yesterday, it passed through the Senate Caucus, and has passed without objection. It is a positive step in the direction for the Town.

SB1406 is a bill that seeks to repeal taxes and fees levied on aircraft registered in Arizona. This bill would be detrimental to the state aviation funding which would significantly diminish that fund by close to \$3M. The Town is monitoring this bill closely, and staff has registered its objection too.

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(7) for discussion or consultation with the Town Manager, Town Engineer, and Town Attorney, as designated representatives of the Town, in order to consider the Town's position and instruct its representatives regarding negotiations for the purchase of real property located on the south side of Silverbell Road between its two Continental Reserve Loop intersections and consisting of the Picture Rocks Wash drainageway, Pima County Assessor's Parcel No. 221-21-004E, for flood control purposes.

[6:56 PM Minutes:] Mayor Honea asked for a motion to go into an executive session for the reason listed on the agenda.

Vice Mayor Post, moved and Council Member Officer second the motion to enter into an executive session for the purposes provided on the agenda. Motion passes unanimously, 7-0.

[7:24 PM Minutes:] Mayor Honea resumed the Regular Council Meeting.

Vice Mayor Post, moved and Council Member Ziegler second the motion to reject the settlement offer as discussed in executive session.

Mayor Honea asked whether the Town would do anything.

Vice Mayor Post amended his initial motion Council Member Ziegler second the amended motion by including the Town notify Code Enforcement is aware of the property, and to monitor it carefully. Motion passes 6-1; (Mayor Honea – Nay)

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 unanimously, 7-0. Meeting adjourned at 7:25 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 16, 2021. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



**MARANA TOWN COUNCIL
STUDY SESSION**

**11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 23, 2021 at or after 6:00 PM**

**Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member**

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL:

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

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

APPROVAL OF AGENDA:

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

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Public Works; presentation, discussion, and possible direction regarding the draft Marana 2022-2026 Capital Improvement Program (Keith Brann, Jim Conroy, and Stephen Dean)

Town Engineer Keith Brann, Parks & Recreation Director Jim Conroy, and Interim Water Director Stephen Dean provided a PowerPoint Presentation on the draft Marana 2022-2026 Capital Improvement Program. *(This presentation can be viewed from the Town's website at www.Maranaaz.gov, and a copy of the presentation is available in the Town Clerk's Office for viewing.)*

No motion or direction provided during the overview and discussion of the item.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Kai second the motion to adjourn the meeting. Motion passes unanimously, 7-0. Meeting adjourned at 6:54 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on February 23, 2021. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING/RETREAT

The Wigwam Resort, 300 E. Wigwam Blvd.,
Litchfield Park, AZ 85340
March 4, 2021

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

Bella Rosa Residential Tour and Presentation:

Mayor Honea, Council Members and Town Staff gathered at the Bella Rosa Residential Community located at 15789 W. Melvin Street, Goodyear, were met by Hudd Hassell, Karl Huish, and Dean Selvey, Representatives of the Development, and toured the community.

Leadership Retreat Recap:

A. Overview of the Leadership Retreat held on 11-19-2020, including elements of the purpose of the retreat, the topics covered, the overall goal of the retreat, accomplishments, and Staff feedback.

B. Discuss tie-in of the Leadership Retreat with the purpose of the Council Retreat.

Town Manager Terry Rozema provided an overview of the purpose of the Council Retreat as it provides the Council an opportunity to have an open dialog, and determine effective ways to have better communication and interactions with council. He provided

an overview of the Leadership Retreat Meeting on November 19, 2020, goal of the retreat, his expectations, accomplishments as well as staff feedback.

Expectations:

- Be the standard of professionalism be the example
- Be the hard worker
 - Demonstrate work ethic to employees
- Be positive / optimism is contagious
- Be present
 - Engaging employees
- Be available
- Be accountable to those who you report to and you to them
- Be humble
 - Do not be arrogant and prideful
- Be compassionate
- Be people centered
- Be a great leader
- Consensus builder
- Be honest and responsible
- Be loyal and demand loyalty from those who work with you (in the organization)
- Be committed
- Be innovative
- Be respectful
- Be a team player

Hiring Philosophy:

- Get it right!
 - Hire to the values of the organization
 - Hire the best, retain the best and get rid of the rest

He asked whether Council is aware of the vision for the Town of Marana. He stated the vision states, *"It is the commitment to provide exceptional public service, a climate for economic sustainability, a welcoming environment that makes Marana Your Town."* That was from the most recent version of the vision statement. The reason why he asked Council if they knew the vision of the Town of Marana, as it is important to know where you are going and how to get there.

Over the last several months, leadership has been talking a lot about five-star service. Our mission is, *"To provide five-star service to every person in the Town of Marana."* To do so, it is done through our Cultural Values: Dedicated Service, Engaged Innovation, Respect and Teamwork. That is how town employees will accomplish becoming a five-star organization.

Discussion ensued with **Mayor Honea and Council** relating to the proposed change in the mission/ vision statement.

Town Manager's office set forth expectations of leadership including culture courageous confrontation in the organization. In essence, having uncomfortable conversations when needed or necessary. It is a form of accountability.

There was discussion on creating a cohesive team, and that Mayor and Council are part of that team. Each has a role and a set of responsibilities to members of the community. Part of being a great team is to spend time together to discuss those issues of importance.

Mayor Honea stated he feels that the mission statement should be a mission paragraph, as it is not simple such as "Come grow with us" is simple. Five-star service is simple. When you have three or four lines, a mission statement should not be complicated but having no fewer than six to eight words at best. If we are going to have a mission statement, it needs to be simple, and one that people remembers. **Mr. Rozema** stated he supported **Mayor Honea** comments, as the mission drives the organization. The Town can continue to work on this and later bring it back to Council for its consideration.

Council Member Ziegler stated in the time that she has served on Council she has not had anyone to ask her what is the mission statement for the Town of Marana. Although she is for having a mission statement, but does not feel as though the Town should change the statement just to shorten the statement.

Council Member Comerford stated she does not necessarily agree with all that is presented. However, **Mr. Rozema** is the Council's employee. That all other employees report to him. It is important for him to understand Council's vision. Staff carries out the Town Council's vision. There will be some change and lapse.

Council Member Ziegler stated she understand five-star service, understands the Police Department. **Vice Mayor Post** stated the proposed vision statement is like a pest control slogan. **Council Member Ziegler** stated she would defer to the remaining Council for its input.

Mr. Rozema stated the vision statement could be revisited as we are reviewing preparing for this upcoming fiscal year. That if Council is comfortable with the proposed, the town will move forward with it; however, if Council feel the statement needs further modifying, the town would work with Council on that statement.

Discussion continued among Council and Town staff regarding the vision statement.

Staff/Council Issue Reconciliation:

A. Discuss the top items as identified by Staff during the Leadership Retreat for Council attention, including soliciting direction on how to prioritize the importance of these items, how to address the items, and achieve associated goals, and identification of those items/goals that are not priority for the Town.

B. Prioritize top items and issues.

Mr. Rozema discussed with Council those top priority items identified by Town leadership for its attention and asked for direction by the Council as provided below:

- Study Session Preparation and Communication/Clarification of Staff Recommendations during Study Sessions.
- Council Retreats/Staff Retreats
- Council Involvement with Staff
- Neighborhood Preservation Program
- Additional Goals for the Airport
- Direct Compensation, Succession Planning, Keeping Young Talent
- Proclamation Policy
- Regional Collaboration among Municipalities
- Citizen Feedback
- Defining 5-Star Service
- Strategic Planning and Reporting

ADJOURNMENT

Mayor Honea adjourned the meeting without objection. Meeting adjourned at 5:05 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Retreat meeting held on March 4, 2021. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING/RETREAT

The Wigwam Resort, 300 E. Wigwam Blvd., Litchfield
Park, AZ 85340
March 5, 2021

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

Mayor Honea, Council Members and Town Staff gathered at The Wigwam Resort, Kiva-Sahuaró Room located at 300 E. Wigwam Blvd., Litchfield Park, 85340 and continued the Retreat Meeting at 8:00 a.m.

Presentation and Discussion: Comprehensive overview of Town-wide Economic Development activity, and a look ahead to future developments- Curt Woody, Economic Development Director:

Mr. Woody provided a PowerPoint Presentation update on Economic Development and Tourism (*A copy of the presentation is on file in the Town Clerk's Office for viewing.*)

Past, Present and Future

- Genesis of the Department
- Tourism Conceived
- Grow with the Town

Economic Impact of Tourism in Marana

- December 2020: Annual Tourism Economic Impact = \$142.6M
 - +13% YOY – Sessions
 - +36% YOY – Organic Search
 - +65% YOY – Partner Listing Clicks
- January 2021: Occupancy Rates
 - National = 39.3%
 - Arizona = 48.3%
 - Marana = 48.4%
- Top Attractions
 - Shopping
 - National and State Parks
 - Dining
 - Historic Sites
 - Hiking
- New Visitor Center Designation – AZ Office of Tourism
- Newly Launched Tourism Dashboard
- New Advertising Programs Developed for Border Re-Opening
- \$451 / \$1 ROI
- Questions on Tourism?

What is Economic Development?

- Recruitment
 - Gets Most of the Attention
 - Mid-Level
 - Attract Diverse Industries
- Retention and Expansion
 - Grow Your Own
 - BR&E Plan
- Creation
 - Tech Transfer – U of A
 - Culture of Entrepreneurism
 - Incubation
- Both a **Process** and a set of desired outcomes
- The desired outcome is an increase in living standards and quality of life
- Series of activities taken to induce **positive change** in the local economy
- It is Everything We Do On A Daily Basis
 - Healthcare
 - Tourism
 - Public safety
 - Recreation
 - Education & Workforce Development
 - Quality of Live

- Community Beautification
- Infrastructure

What Drives our Economic Development Strategies:

- Economic Development Strategic Plan 2017
 - Grant Awarded
 - Consultant Retained
 - Methodology Determined
 - Research & Data-Driven Process
 - Stakeholder Engagement
 - SWOT
- Methodology
 - Research, Identify and Evaluate Targeted Sectors
 - Assess Current Economic Sectors
 - Conduct Comparative Analysis of Competitive Markets
 - Stakeholder Engagement – Council, Major Employers, Citizens and Local and State Opinion Leaders with a High Level of Familiarity / Experience with Marana
 - SWOT
- Principal Findings
 - Information Technology
 - Business Services
 - Advanced Manufacturing
 - Transportation, Logistics and Distribution
 - Additional Sectors – Hospitality, Healthcare and Retail
- Tools and Collaborations
 - MJCIP – Marana Job Creation Incentive Program
 - DMRF- Downtown Marana Reinvestment Fund
 - ACA – Arizona Commerce Authority – Incentive Packages
 - Town of Marana Economic Development Website Page
 - www.selectmarana.com
 - Social Media
 - Sun Corridor Inc.
 - ACA – Arizona Commerce Authority
 - Site Selection Consultants
 - Commercial Real Estate Brokers
 - Developers
 - Pima Community College Small Business Development Center
 - Architects, Builders, and Engineers
- Town of Marana Successes

○ Geost Engineering	- Northwest Emergency Room
○ Duralar	- Luke Dealership
○ Coronado Plumbing	- Dove Mountain Assisted Living

- TopGolf
- Krebs
- Alicat Scientific
- Sargent Aerospace & Defense
- Micro Hospital
- JD Russell
- International Towers
- PVB Fabrications
- PSE Archery
- Ventana / Roche x 2
- SW Gas
- Ama\$\$n
- Economic Development Strategic Plan: Strategies Going Forward
 - Fortify Marana's Business Supportive Climate
 - Invest in Infrastructure – Vacant land, but not all developable
 - Recruit and Expand Our Four Target Sectors
 - Information Technology
 - Business Services
 - Advance Manufacturing
 - Logistics & Distribution
 - Work with the Educational Sectors to Ensure Marana's Present & Future Employers can Attract the Talent they Need
 - Continue to Build the Relationships Necessary for Economic Development Success

Presentation and Discussion: Development basics; market trends in development, from the national level to the local level; the Town's position in the greater Tucson market; and necessary infrastructure to continue development- Will White and John Carroll, Land Advisors.

Mr. White and Mr. Carroll provided a PowerPoint Presentation on the market trends in development. *(A copy of the presentation is on file in the Town Clerk's Office for viewing.)*

Council Planning/Issue Identification Session:

A. Facilitated discussion on items of importance to the Council regarding the direction and strategic growth of the Town.

- a. **Goals: what do we want the Town to be, how do we get there?**
- b. **Critical Infrastructure & Staff Funding**
- c. **Top five priorities for each Council Member**
- d. **Important projects**
- e. **Communication Methods (weekly, monthly, project-specific, etc.)**

Recap of Retreat & Next Steps:

Mr. Rozema and Deputy Town Manager Erik Montague provided a PowerPoint Presentation on Investing in Growth. *(A copy of the presentation is on file in the Town Clerk's*

Office for viewing.) Discussion ensued regarding thoughts of current and future service levels, strategies for ongoing and one-time investment needs, and receiving feedback on use of existing resources and new resources.

ADJOURNMENT

Mayor Honea adjourned the meeting without objection. Meeting adjourned at 4:00 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Retreat meeting held on March 5, 2021. I further certify that a quorum was present.

Cherry L. Lawson, Town Clerk



Council-Regular Meeting

B1

Meeting Date: 03/16/2021

To: Mayor and Council

Submitted For: David Udall, Associate Town Attorney

From: Stephen Dean, Interim Water Director

Date: March 16, 2021

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2021-031: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Utilities Board and appointing the chair of the Utilities Board from among its membership (David L. Udall)

Discussion:

Title 16 of the Marana Town Code establishes the Town of Marana Utilities Board. Pursuant to Marana Town Code Section 16-1-3, the Utilities Board shall manage and operate the water, wastewater, streetlight, electric, and other utility functions of the Town, while the Water Director maintains responsibility for the daily operations of the Town's water and wastewater services. The Utilities Board is a seven-member Board consisting of the Water Director, the Finance Director, two Town employees appointed by the Town Manager, and three Council-appointed members who are either Town residents or Town utility customers.

As currently constituted, the Utilities Board consists of Deputy Town Manager Erik Montague, Town Engineer Keith Brann (both of whom were appointed by the Town Manager), Interim Water Director Stephen Dean, and Finance Director Yiannis Kalaitzidis. The three Council-appointed positions are currently vacant because the terms of Jeff Biggs, Doug Emans, and Julie Mett have expired.

Town staff has solicited applications for the three vacant Council-appointed positions and has received applications from Alejandro Sepulveda, Jeff Biggs, Mark Johnson, and Ronson Chee. These applicants meet the requirements set forth in the Marana Town Code for appointment to the Utilities Board, and copies of

their applications are attached to this agenda item for the Council's review. Council-appointed members will begin serving immediately upon appointment and will each serve a four-year term.

Pursuant to Marana Town Code Section 2-6-2(E), the Council may do one or more of the following at tonight's meeting:

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose. (An executive session has been scheduled on tonight's agenda for interviewing candidates, should the Council desire to do so.)
2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Additionally, Marana Town Code Section 16-1-2 provides that the Council shall choose the chair of the Utilities Board from among its seven members.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2021-031, appointing _____, _____, and _____ to the Town of Marana Utilities Board, and appointing _____ as the chair of the Utilities Board.

Attachments

Resolution No. 2021-031
Alejandro Sepulveda Application
Jeff Biggs Application
Mark Johnson Application
Ronson Chee Application

MARANA RESOLUTION NO. 2021-031

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; MAKING APPOINTMENTS TO THE TOWN OF MARANA UTILITIES BOARD AND APPOINTING THE CHAIR OF THE UTILITIES BOARD FROM AMONG ITS MEMBERSHIP

WHEREAS Title 16 of the Marana Town Code establishes the Town of Marana Utilities Board and requires that its membership consist of the Town Water Director, two Town employees appointed by the Town Manager, the Town Finance Director, and three Council-appointed members who are either Town residents or utility customers of the Town; and

WHEREAS the Utilities board, as currently constituted, consists of Deputy Town Manager Erik Montague, Town Engineer Keith Brann (both of whom were appointed by the Town Manager), Interim Water Director Stephen Dean, and Finance Director Yiannis Kalaitzidis; and

WHEREAS the three Council-appointed positions are currently vacant because the terms of Jeff Biggs, Doug Emans, and Julie Mett have expired; and

WHEREAS Marana Town Code Section 16-1-2 provides that the Council shall choose the chair of the Utilities Board from among its membership; and

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

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

SECTION 1. _____, _____, and _____ are hereby appointed to the Town of Marana Utilities Board effective immediately and shall each serve four-year terms.

SECTION 2. _____ is hereby appointed as the chair of the Town of Marana Utilities Board.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney



Board and Commission Application

Town of Marana

Submitted On:

January 12, 2021 4:18pm
America/Los_Angeles

Board or Commission	Utilities Board
Please upload your resume here.	https://seam.ly/JlyJm7IX Sepulveda_Resume.pdf
First Name	Alejandro
Last Name	Sepulveda
Email	asepulveda@northwestfire.org
Full Address	
How many years have you lived at this address?	1.5
How many years have you lived in Marana?	1.5
Phone Number (Daytime)	
Phone Number (cell or home)	
Occupation	Deputy Chief
Employer	Northwest Fire District
What is your vision for the Town?	The future is bright for the Town of Marana. I envision a flourishing, family friendly community focused on sustainable growth and development without losing all of its natural recreational areas.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	The Town is home to many businesses and residents, and more are on the way. Most of the Town's future issues come from finding the right balance between preserving its history and natural resources while promoting growth and development. Another vital area the Town needs to address is improving the Marana airport.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	There is little doubt that the Town appeals to many visitors and new residents due to its location, weather, and people. I have always viewed the Town of Marana as a family friendly community, mostly free of political drama, with excellent development potential.
Please explain your professional background	I have been a member of the Northwest Fire District for over 24 years now, serving in many different roles such as Firefighter, Paramedic, Fire Captain, and Chief Officer. In these roles, I've had the opportunity to provide direct service to our residents and businesses and supervise, teach/mentor, plan, organize, coordinate, and improve our service delivery. I have a Bachelor's degree in Public Safety and Emergency Management from Grand Canyon University.
Describe your experience working with a Council-appointed board or commission	I don't have any experience working with a Council appointed board or commission; however, I have served on several committees, task groups, and workgroups throughout my career.
Describe a time when you had to stand firm and make a tough or	These are common occurrences in my line of work. For example, I recently participated in a decision to permanently relocated personnel assigned to a specific unit to address staffing

unpopular decision	needs in other areas. This decision was not very popular, but it was the best option given the staffing shortages brought about by the COVID 19 pandemic. In the end, the labor leaders and those affected understood the bigger picture necessitating this change.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I always try to make decisions based on the best available facts at my disposal, understanding that some decisions may require further discussion or dialogue with diverse perspectives and conflicting motives. However, to maintain objectivity, it is necessary to have a common goal and a shared vision. As long as the decision gets the Town closer to accomplishing a goal while aligning with the shared vision, it is easy to remain objective. Objectivity is lost when ulterior motives are at play.
Full Name	Michael Duncan
Full Address	
Relationship	Supervisor/Friend
Phone Number	
Full Name	Scott Draper
Full Address	
Relationship	Coworker/Friend
Phone Number	
Phone Number	
Name of Business	NA
Person with Interest	NA
Type of Interest	NA
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	NA
Signature Data	First Name: Alejandro Last Name: Sepulveda Email Address: asepulveda@northwestfire.org  Signed at: January 12, 2021 4:18pm America/Los_Angeles
Full Date	1 12 2021

Alejandro Sepulveda



asepulveda@northwestfire.org

I have served the Northwest Fire District for over 24 years, which includes communities of unincorporated Pima County and the Town of Marana. In that time, I've had the honor of serving in different roles and capacities, including Deputy Chief of Response, Division Chief of EMS, Battalion Chief, Fire Captain, Training Captain, EMS Captain, Incident Safety Officer, Paramedic, and Firefighter.

Work Experience

Deputy Chief - Response

03/2020 to Present

Northwest Fire District

Responsible for the overall planning, organizing, leading, and controlling of emergency response activities within the Northwest Fire District, including areas of unincorporated Pima County and the Town of Marana. These emergency responses include building fires, brush fires, emergency medical incidents, technical rescue, and hazardous materials releases, among others.

Division Chief - Emergency Medical Services (EMS)

01/2019 to 03/2020

Northwest Fire District

Responsible for the Northwest Fire District's EMS quality improvement, education, ambulance transportation, and compliance program. These programs include the Quality Assurance (QA) and Quality Improvement (QI) pre-hospital emergency medical care by NWFD personnel; EMS training, education, and certification; and the oversight of regulatory/statutory compliance with the Arizona Department of Health Services (ADHS) and the US Drug Enforcement Administration (DEA), among others.

Battalion Chief

06/2016 to 01/2019

Northwest Fire District

Responsible for organizing, coordinating, leading, and supporting the daily operational activities and emergency responses within the Northwest Fire District. These functions were accomplished through the direct oversight of five to six fire stations, collaboration with other support areas of the organization, and, in the event of a major incident, the establishment of the Incident Command System (ICS).

Training Captain

06/2012 to 06/2016

Northwest Fire District

Responsible for the planning, development, delivery, and evaluation of fire and emergency services training programs for the Northwest Fire District. These programs include firefighter recruits academy, driver-operator certification program, Captain's certification program, live-fire training, company readiness drills, and college-level courses, among others.

Fire Captain

07/2007 to 06/2012

Northwest Fire District

Supervise all personnel at a fire station. Instruct and drill fire personnel in assigned duties, including firefighting, rescue, emergency medical care, hazardous materials response, fire prevention, public education, and related subjects.

Skills

ADHS Cetified EMCT-Paramedic - 10+ years

Blue Card Hazard Zone Management - Instructor - 7 years

Live-Fire Instructor - 8 years

Arizona Center for Fire Service Excellence - Adjunct Instructor - 8 years

Spanish - Business level speaking, reading, and writing - 10+ years

Microsoft Office suite products - 10+ years

Education

Grand Canyon University

Bachelor's

Public Safety and Emergency Management

Phoenix, AZ



Board and Commission Application

Town of Marana

Submitted On:
January 7, 2021 1:03pm
America/Los_Angeles

Board or Commission	Utilities Board
Please upload your resume here.	https://seam.ly/VKLBkOCI Jeff Biggs Bio 2021.doc
First Name	Jeff
Last Name	Biggs
Email	
Full Address	
How many years have you lived at this address?	19
How many years have you lived in Marana?	19
Phone Number (Daytime)	
Phone Number (cell or home)	
Occupation	Administrator
Employer	Tucson Water
What is your vision for the Town?	Strategically develop the Town ensuring a sustainable wet water supply.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Supply of wet water.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Growing economy with a "Small Town" atmosphere
Please explain your professional background	I have been in the water profession for over 40 years.
Describe your experience working with a Council-appointed board or commission	I am currently a member of the Town of Marana Utilities Board.
Describe a time when you had to stand firm and make a tough or unpopular decision	As a previous Tucson Water Director tough and/or unpopular decisions were a regular occurrence.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain	The current and future water supply & quality for the Town of Marana affects all Town residents.

your objectivity in making decisions for locations other than your own residence.	
Full Name	Tiffany Smetak
Full Address	
Relationship	daughter
Phone Number	
Full Name	Teresa Biggs
Full Address	
Relationship	spouse
Phone Number	
Phone Number	
Name of Business	N/A
Person with Interest	N/A
Type of Interest	N/A
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	N/A

Signature Data	First Name: Jeff Last Name: Biggs Email Address: [REDACTED]  Signed at: January 7, 2021 1:01pm America/Los_Angeles
Full Date	1 7 2020

Biographical Sketch:

Jeff has over 40 years of experience in the water profession, including being a certified Water Treatment & Water Distribution Operator. Jeff's experience includes water treatment and quality, water resource management, public outreach, intergovernmental affairs, and research. Jeff also has extensive management experience, is a member of numerous Boards and committees and received the AWWA Missouri Section 1993 Meritorious Operator Award, the Arizona Public Works Association 2016 Outstanding Public Works Employee Award, is an AWWA Life Member and a recipient of the Water for People Kenneth J. Miller Founder's Award.

Jeff is an avid golfer and was the Chair of the Southern Arizona Golf Classic for fifteen years, which raised over \$410,000 for Water for People. Water for People is an international 501(c)(3) nonprofit humanitarian organization that focus on long-lasting, safe drinking water and improved sanitation for developing countries.



Board and Commission Application

Town of Marana

Submitted On:
January 28, 2021 8:13am
America/Los_Angeles

Board or Commission	Utilities Board
Please upload your resume here.	https://seam.ly/actBDRq4 Mark L. Johnson Bio 2021.pdf https://seam.ly/crxrOoB1 Mark L. Johnson Resume 2021.pdf https://seam.ly/0rNCnQ8Z Mark L. Johnson Resume Addendum 2021.pdf
Please upload any other documentation here.	https://seam.ly/IVX4ukyY Pillar Of The Community Award Letter.pdf https://seam.ly/uXFLp1VM CVWD Connect MLJ Pillar.pdf
First Name	Mark
Last Name	Johnson
Email	
Full Address	
How many years have you lived at this address?	1.5
How many years have you lived in Marana?	1.5
Phone Number (Daytime)	
Phone Number (cell or home)	
Occupation	Retired Water Utility Executive
Employer	Retired
What is your vision for the Town?	Smart growth that protects open space, water supply, outdoor recreation, Sonoran desert and desert/mountain vistas.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Water supply, open space, Sonoran Desert protection and growth affordability.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Open space and outdoor recreation.
Please explain your professional background	I retired in 2016 after a 40 year rewarding career as a water utility executive (engineering/environmental) working in CT (15), IL (13) and CA (12). I have extensive water resource and water utility management experience.

Describe your experience working with a Council-appointed board or commission	I have volunteered in every community in which we have lived including: Shelton (CT) Conservation Commission, Connecticut Audubon Society, Champaign (IL) County Forest Preserve District, Metro East (Belleville, IL & St. Louis, MO) Parks & Recreation Grants Commission, La Quinta (CA) Community Services Commission, La Quinta Financial Advisory Commission and named Pillar of the Community in La Quinta, CA in 2019.
Describe a time when you had to stand firm and make a tough or unpopular decision	Balancing funding as a commissioner is always a tough task. As Chairman of the La Quinta Community Services Commission I had to make recommendations to the City Council to not fund certain proposed recreation facilities (e.g.pool heating system) because the budget would not support it.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I would gather all the facts, review appropriate codes/ordinances engineering studies rate studies, make site visits and meet with appropriate Marana staff and community members to get their insights in order to form a well balance decision.
Full Name	Dave Barker
Full Address	
Relationship	Friend
Phone Number	
Full Name	Jim Tripp
Full Address	
Relationship	Friend
Phone Number	
Phone Number	
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No

If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	None
Signature Data	First Name: Mark Last Name: Johnson Email Address: [REDACTED] <i>Mark L. Johnson</i> Signed at: January 28, 2021 8:07am America/Los_Angeles
Full Date	1 28 2021

SUMMARY

Senior professional with extensive engineering, operations, environmental and executive management experience. Proven to be an inclusive and engaging leader with a calm and steady demeanor. Strategic thinker supported by strong conceptual and analytical abilities. Excellent communication and partnership skills with internal and external stakeholders. Managed the design and construction of water resource facilities totaling \$3.0 billion. Able to meet the most difficult challenges and deliver optimal results that further the goals of the organization.

EXPERIENCE

flögh2, LLC, La Quinta, CA

2016 to 2019

Managing Member

Expert water resource consulting services, including; planning, infrastructure design and construction, environmental, California State Water Project, Colorado River, utility management, golf course water supply and operation, forensics and expert witness.

Coachella Valley Water District, Coachella, CA

2004 to 2016

Director-Engineering

Water resource (domestic water, wastewater, recycled water, irrigation/drainage and stormwater) facility planning, design and construction/inspection; engineering, development services and environmental services management; and supplemental water program management (Colorado River and CA State Water Project) for a California special water district with revenues of \$250 million serving a population of 300,000. Lead a staff of 50 and report to the General Manager.

- Development and implementation of the Coachella Valley Water Management Plan, CVWD Wastewater Master Plan, Domestic Water Master Plan, Stormwater Master Plans and Development Design Manual. Comprehensive, long-term planning/design criteria to provide sustainable water resources and utility services for the Coachella Valley desert communities.
- Design and construction of the Coachella Canal Lining Project (\$100 million), Mid-Valley Pipeline Project (\$45 million), Dike No. 4 Groundwater Recharge Project (\$43 million), WRP-4/7 Headworks (\$30 million), Steve Robbins Administration Building (\$22 million), Chromium 6 Treatment Project (\$225 million) and preliminary design of the Coachella Valley-State Water Project (SWP) Extension Project (\$1.4 billion).
- Manage Colorado River and State Water Project agreements/entitlements and served as CVWD staff representative for Colorado River Board and State Water Contractors.

Illinois-American Water Company, Belleville, IL

1999-2004

Vice President-Engineering

Water resource (domestic water & wastewater) facility planning, design, construction and engineering department management for an investor-owned water utility with revenues of \$155 million and serving a population of 1 million. Led a staff of 14 and reported to the President.

- Partnered with the Great Rivers Land Trust to develop a unique, suspended solids trading program whereby the new Alton Water Treatment Plant received an NPDES permit. This allowed timely completion of the \$40 million facility and saved several million dollars in capital and operating expense. Received the Governor's Pollution Prevention Award-2001.
- Lobbied and provided expert testimony before the Illinois legislature to ensure passage of IL-AWC's Senate Bill 1054 (Public Act 93-357). Resulting in specific land rights protection for IL-AWC and preventing a potential legal action against the Company.

Northern Illinois Water Corporation, Champaign, IL**1993-1999****Vice President-Production**

Engineering and operations management of all water supply and treatment facilities for an investor-owned water utility with revenues of \$21 million and serving a population of 220,000. Overall executive management for the Streator and Pontiac Divisions. Led a staff of 80 and reported to the President.

- Developed the Vermilion River Watershed Protection Program, which brought agriculture and other watershed stakeholders together in an effort to reduce nitrate in the source water. Received the 1998 National Association of Water Companies (NAWC) Management Innovation Award.

Stamford Water Company, Stamford, CT**1990-1993****President and Chief Operating Officer**

Overall executive management for an investor-owned water utility with revenues of \$11 million and serving a population of 70,000. Led a staff of 40 and reported to the President of BHC.

- Directed a successful rate case application in which the Company was awarded a 12.85% return on equity and was cited as one of the best utilities in the state by the Connecticut Department of Public Utility Control. 1992 earnings were \$2 million for a 40% increase over 1991 earnings.

Bridgeport Hydraulic Company, Bridgeport, CT**1978-1993****Vice President-Environmental Management (1990-1993)**

Management of the water quality, watershed and environmental divisions for an investor-owned water utility with revenues of \$55 million and serving a population of 420,000. Led a staff of 50 and reported to the President.

Vice President-Engineering (1987-1990)

Water resource facility planning, design, construction and engineering department management. Led a staff of 10 and reported to the Executive Vice President of Operations.

- Directed the Company's filtration program, which included bench scale testing, pilot testing, plant siting and preliminary design for five water treatment plants. Designed, built, staffed and operated the Trap Falls facility. Compliance with all drinking water regulations was achieved.

Director of Engineering (1983-1987)

Water resource facility planning, design, construction and engineering department management.

Superintendent of System Operations (1979-1983)

Management of water supply, treatment and distribution departments.

Engineer (1978-1979)

Water resource engineering and assistant project manager for a large water treatment plant project.

EDUCATION

Worcester Polytechnic Institute-Worcester, MA

B.S., Civil Engineering, 1976

University of Maine-Orono, ME

M.S., Environmental Engineering, 1977-Phi Kappa Phi

University of Bridgeport-Bridgeport, CT

MBA Program, 25 Credit Hours, 1980-1981

University of Michigan Business School-Ann Arbor, MI

Utility Executive Program, June 2 through June 28, 1996

ADDENDUM

Professional Certification

- Professional Engineer (PE)-CT-#12132 (1981), IL-#062-048281 (1993) & CA-#C70160 (2006)
- Diplomate, Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers (1987)
- Certified Water Treatment Plant Operator-Class A-IL & Class IV-CT
- Registered Lobbyist-IL (1999)
- Provided testimony at regulatory commission hearings in Connecticut, Illinois and the USEPA

Professional Affiliations

- Colorado River Board-CVWD staff representative
- California State Water Contractors-CVWD staff representative
- Desert Valleys Builders Association-Board Member (2009-2012)
- American Public Works Association-Desert Chapter-Board Member (2009-2012)
- Member-American Water Works Association (1978-Present)
- American Water Works Research Foundation-Unsolicited Proposal Review Committee (2004)
- Member-National Association of Water Companies (1978 to 2004)
- Member-American Society of Civil Engineers (1976-present)
- Director-Geotelec, Inc.-Norwalk, CT (1988-1992)
- Director-Stamford Water Company-Stamford, CT (1990-1993)
- Secretary/Treasurer-Aspetuck Fish & Game Club-Easton, CT (1990-1992)

Civic/Community Affiliations

- Pillar of the Community Award-La Quinta, CA (2019)
- La Quinta Financial Advisory Commission-(2017 to 2018)
- La Quinta Community Services Commission-Chairman (2014 to 2016)
- La Quinta Del Oro Homeowners Association-President (2006-2011 & 2018 to present)
- United Way of Greater St. Louis-Illinois Division-Auxiliary Board (2002-2004)
- Woodfield Estates Homeowners Association-Trustee and Chairman (2002-2004)
- Metro East Park and Recreation Grants Commission (2001 to 2004)
- Council of Owners and Contractor Associates (COCA)-Board of Directors (2000-2002)
- American Heart Association (St. Clair County)-Board of Directors (2000-2002)
- Champaign County Forest Preserve District-Commissioner/Vice President (1995-1999)
- Urbana Rotary Club-Member (1994-1999)
- Part Time Instructor-Parkland College-Water Works Operations (1995 to 1999)
- Youth Soccer Coach-Champaign Park District (1996 to 1999)
- Youth Soccer Coach-Family Sportsplex/Belle-Clair (2001 to 2003)
- Youth Baseball Coach-O'Fallon Falcons Select-11 & Select 12 (2002 to present)
- Connecticut Audubon Society-Director (1990-1992)
- City of Shelton, CT-Conservation Commission Member (1991-1992)
- Southern New England Telephone Company-Large Business Advisory Board (1990-1991)

Papers-Presentations-Awards

"President's Special Service Award-2015", Construction Management Association of America-San Diego Chapter.

"Chromium 6 Drinking Water Regulation", Desert Valleys Builders Association, April 2015.

"CVWD and the Colorado River", Palm Desert Historical Society, Palm Desert, CA-May 2014.

"CV H2O SWOT", American Public Works Association-CV Chapter, Rancho Mirage, CA-April 2014.

"Coachella Valley's Clean Water-Panel Discussion", California Water Environment Association, Palm Springs, CA-April 2013.

"Coachella Valley Water Management Plan Update and Other Current Water Issues", American Public Works Association-Coachella Valley Branch, Rancho Mirage, CA-June 2012.

"Thomas E. Levy Groundwater Replenishment Facility", California Land Surveyors Association-CV Chapter, Palm Desert, CA-January 2012.

"Sterling East Water Treatment Facility Radium Removal Project", American Academy of Environmental Engineers-Excellence Competition, Annapolis, MD-January 2004.

"Alton Water Treatment Facility-Water Treatment Residuals Handling via Suspended Solids Trading", American Academy of Environmental Engineers-Excellence Competition, Annapolis, MD-January 2002.

"A Case History of Nitrate Control Through Watershed Management", AWWA-Inorganics Contaminants Workshop, Albuquerque, NM-February, 2000.

"How Utilities Are Building Watershed Partnerships"-AWWARF-Research Applications-March, 1999.

"Water Treatment Solutions For Nitrate Removal"-Workshop on Controlled Drainage, National Resource Conservation Service, Champaign, IL – October 1998.

"The Vermilion River and Nitrate Mitigation"-Workshop On Nitrate Management in East Central Illinois Watersheds, Illinois State Water Survey, Champaign, IL-March, 1997.

"Geologic Mapping Needs Related To The Great Mahomet Aquifer"-Great Lakes Geologic Mapping Forum, Indianapolis, IN-March, 1997.

"The Vermilion River and Nitrate Mitigation"-Illinois Section-AWWA, Annual Meeting, Bloomington, IL-March, 1997.

"The Vermilion Watershed Protection Program"-Hydraulic Engineering Luncheon Club, Champaign, IL-January, 1995.

"Environmental Management At Bridgeport Hydraulic Company"-Connecticut Water Works Association, Annual Meeting, Chatham, MA-May, 1991.

"Bridgeport Hydraulic Company's Aquifer Protection Program"-EPA Conference on Local Response to Wellhead Protection, Danvers, MA-October, 1989.

"Bridgeport Hydraulic Company's Aquifer Protection Program"-Wellhead/Aquifer Protection Conference (CWWA/IWR), Hartford, CT-October, 1988.

"Utility Interconnection-The Southwest Regional Pipeline Experience"-CWWA, Stowe, VT-May, 1986.

"Designing and Constructing the Trap Falls Water Treatment Plant"-American Water Works Journal-March, 1983.

"The Use of Lamellae Settlers"-New York Water Works Association, New York City-October, 1983.

"The Transition Problem In Pumped Wells"-American Geophysical Union-April, Miami, FL-April, 1978.

Mark L. Johnson, P.E., BCEE

Biography

Mark L. Johnson retired in 2016 after a 40-year career in the water utility industry. Mark was responsible for the planning, design and construction of \$3 billion of water resource infrastructure across the United States. In addition, he has extensive environmental and water utility operations experience and has provided expert water resource consulting services in his retirement.

Mark joined the Coachella Valley Water District (CVWD) as Director of Engineering in 2004 and retired in 2016. CVWD provides domestic water, wastewater, non-potable water (reclaimed wastewater and Colorado River water), irrigation/drainage, stormwater and groundwater management services to a population of 300,000 throughout the Coachella Valley, California.

Mark was formerly employed by Illinois-American Water Company (IL-AWC) where he served for 5 years as Vice President-Engineering. IL-AWC provides water and wastewater service to a population of 1 million in 125 communities throughout Illinois. Prior to working for IL-AWC, he was employed by Northern Illinois Water Corporation (NIWC) where he served for 7 years as Vice President-Production. NIWC was merged into IL-AWC in 1999. Prior to working for NIWC, Mark was employed by Bridgeport Hydraulic Company (BHC) and its Stamford Water Company (SWC) subsidiary. BHC and SWC together represent New England's largest investor-owned water utility and are located in Fairfield County, Connecticut. During his fifteen years with BHC he held several positions of increasing responsibility including Vice President-Engineering, Vice President-Environmental Management and President and Chief Operating Officer of SWC.

Mark holds a Bachelor's Degree in Civil Engineering from Worcester Polytechnic Institute, a Master's Degree in Environmental Engineering from the University of Maine and completed the Utility Executive Management Program at the University of Michigan. He is a registered Professional Engineer in California, Illinois and Connecticut and a Board Certified Environmental Engineer. He has presented numerous papers on a variety of water supply and treatment topics including the Colorado River and CA State Water Project.

Mark has been community active and most recently served as Commissioner of the La Quinta (CA) Community Services Commission and Financial Advisory Commission. He received the Pillar of the Community Award from the City of La Quinta in 2019.

Mark and his wife (Shirley) moved to their retirement home in Dove Mountain-Marana, AZ in 2019. He serves as President of the Tortolita Alliance, a community group that advocates for the conservancy of the Tortolita Preserve and associated lands. Mark is an avid golfer, hiker and University of Arizona sports fan.

2/26/20

March 1, 2019

Mark L. Johnson
78370 Via Dijon
La Quinta, Ca 92253

Dear Mr. Johnson,

It is our pleasure to inform you of your selection as a Pillar of the Community. Your contribution to the City is remarkable and we would like to acknowledge your commitment.

The La Quinta City Council invites you to attend the "Pillars of the Community" ceremony in which you will be honored. The event will take place on **Wednesday, March 27, 2018 at 10 a.m. in the La Quinta Council Chambers**. Light refreshments will be served.

Please RSVP to Michael Calderon in the Community Resources Department at (760) 777-7093 by March 18, 2019.

Sincerely,



Chris Escobedo
Director of Community Resources

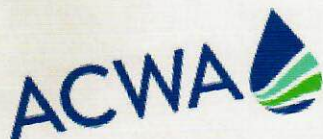
EXTRA! EXTRA!

Read all about it!

Since 1969



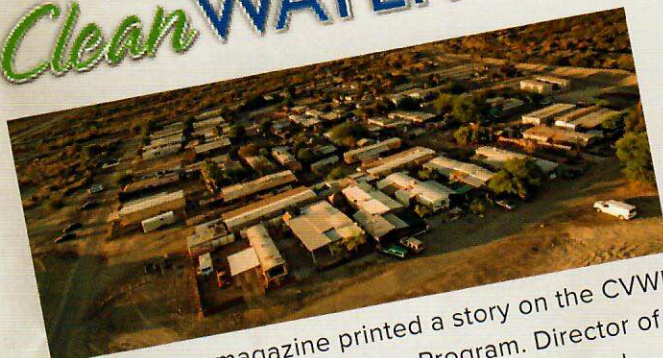
MAKES HEADLINES



Two industry publications carried news about CVWD this winter. ACWA ENews published stories on activities marking the District's 100th anniversary, the completion of Phase 1 of the Palm Desert Replenishment Facility and the District's decision to expand the Help2Others Customer Assistance Program to help during natural disasters, government shutdowns and other times of financial hardships.

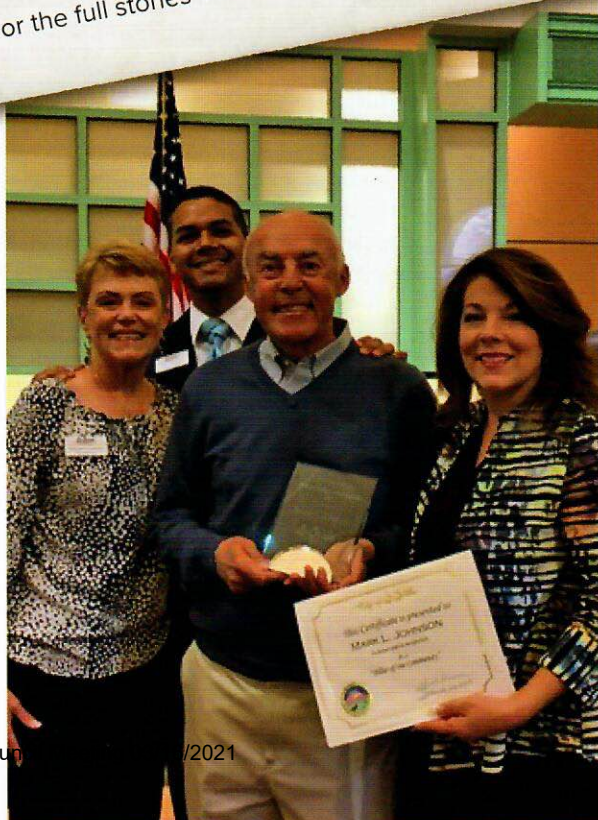
For the full stories visit <https://www.acwa.com/news>

Clean WATER



Clean Water magazine printed a story on the CVWD Disadvantaged Communities Program. Director of Engineering **Carrie Oliphant** and CVWD Board Director **Cástulo Estrada** are quoted. The program aims to bring clean water and sewer service to areas in the eastern part of the county that lack them.

For the full story visit www.cweawaternews.org/magazines



On March 27, former Director of Engineering **Mark Johnson** was honored by the City of La Quinta as a **"Pillar of the Community."** His wife Shirley and many of his fellow Salton Sea advocates and "wellness buddies" were in attendance.

Mark has served on the La Quinta Advisory Committee, Financial Advisory Commission, Vote-Yes-For Measure G Committee, Community Emergency Response Team, and as Chair of the Community Services Commission.

"In all the communities in which we have lived, Shirley and I have made community involvement a part of our life. AN INDIVIDUAL AND FAMILY CAN MAKE A DIFFERENCE."



Board and Commission Application

Town of Marana

Submitted On:
February 19, 2021 1:04pm
America/Los_Angeles

Board or Commission	Utilities Board
Please upload your resume here.	https://seam.ly/CMzXkRjJ Ronson Chee_Resume for Marana Water Board.pdf
Please upload any other documentation here.	https://seam.ly/dbRpACu8 Ronson Chee_Letter of Interest_Marana Water.pdf
First Name	Ronson
Last Name	Chee
Email	ronson@riley eng.com
Full Address	
How many years have you lived at this address?	less than 1
How many years have you lived in Marana?	7 years, 6 years at previous address). 18 years total in the Tucson/Marana area.
Phone Number (Daytime)	
Phone Number (cell or home)	
Occupation	Civil Engineer
Employer	Riley Engineering
What is your vision for the Town?	I would like to see Marana a vibrant and thriving town with economic prosperity. I see Marana becoming the model town of the southern Arizona region where people come to experience opportunity. Marana will be the place to come for people to live and experience all of what southern Arizona has to offer.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Infrastructure, particularly water infrastructure and water resources will definitely become a major concern in the coming years. Marana uses groundwater as its primary source of water which is ultimately fed by the Central Arizona Project. Marana experiences high water usage rates particularly from farming and agriculture which is essential to Marana’s history and identity but needs to be managed carefully. In order to continue to progress and move forward as a town, water usage will have to be balanced among various sectors while ensuring economic sustainability. Critical water infrastructure also needs to be planned in conjunction with planned growth so that economic development is not hindered.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	I believe that what attracts people to Marana is the small town feel next to the larger city (Tucson). People don’t necessarily like living in the large city, so what I have seen is families tend to move into Marana for the quietness and suburb feel. I think tapping into Marana’s history will help attract visitors into the town. A downtown and centralized economic center will also help attract visitors and new residents.
Please explain your professional background	I am a licensed professional engineer in the state of Arizona focusing on civil and water resources engineering. I have bachelor’s, master’s and doctorate’s degrees in civil engineering

	from the University of Arizona. I have been working in the engineering consulting industry for over 13 years. I currently operate my own engineering firm, Riley Engineering, which was founded in 2017 in Marana, AZ. I am in the field of civil engineering to improve living conditions and ensure that society has the necessary civil and water infrastructure to facilitate economic well being. Civil engineering is my passion and have made it my life’s mission to serve and help improve the lives of others. Refer to my resume for specific skills that I have and projects that I have worked on.
Describe your experience working with a Council-appointed board or commission	I am currently serving on a board of directors for the Navajo Engineering and Construction Authority (NECA) where I was appointed by the Navajo Nation President and confirmed by the Navajo Nation Council (Resources and Development Committee). NECA is the construction division created by the Navajo Nation and is responsible for building critical water infrastructure throughout the Navajo Nation. In that capacity, we meet quarterly at minimum and have special planning and strategic meetings to advance the organization. I was familiarized with the formalities and complexities of being on a governmental board.
Describe a time when you had to stand firm and make a tough or unpopular decision	I have been making unpopular decisions my whole life because I stand for what is right and do not go with the majority. I make decisions based on long term goals and objectives that require vision (when things cannot be readily seen). One example is while on the board of directors for the Navajo Engineering Construction Authority, we had to vote on whether to continue a management agreement where we have had a third party organization provide key personnel in management positions to the organization and has been the status quo for many years. I made the case that it was about time for the organization to run on its own and be self sufficient. This would force us to become independent and would open up more opportunity and give us more flexibility in operations. I voted against the majority as the other members were too fearful of deviating from the status quo and failed to see the larger picture at hand.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	As an engineer I have been trained to look at solving problems holistically, taking into consideration the well being of society as a whole. I cannot focus on solving a problem in one location when it creates a problem in another. My job and training requires me to maintain objectivity in almost all the decisions I make and I will use that training while on the board.
Full Name	David Krizek
Full Address	Tucson AZ
Relationship	Colleague
Phone Number	██████████
Full Name	Kevin Lansey
Full Address	3275 West Ina Road, Suite 160 Tucson AZ 85741
Relationship	Colleague
Phone Number	██████████
Phone Number	██████████

Name of Business	Riley Engineering, LLC
Person with Interest	Ronson Chee
Type of Interest	Full ownership of engineering firm
Additional Information	My company provides civil engineering services including water utility design.
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?	N/A
Signature Data	First Name: Ronson Last Name: Chee Email Address: ronson@riley eng.com  Signed at: February 19, 2021 1:03pm America/Los_Angeles
Full Date	2 19 2021



Riley Engineering, LLC
3275 West Ina Road, Suite 160
Tucson, AZ 85741
(520) 505-4651
www.riley-eng.com

February 19, 2020

Marana Water Utilities Board
Town of Marana

SUBJECT: Letter of Interest – Marana Water Utilities Board Position

To whom it may concern,

This letter is to express my interest to be considered for a position on the Marana Water Utilities Board. I am confident that I have the expertise, drive, and vision required for this important position. I grew up on the Navajo Nation where I experienced firsthand the privileges as well as hardships and the lack of basic amenities such as running water. Through those experiences, I have made it a lifelong mission to help improve the living conditions for all and making sure that society has the necessary water to advance. I believe my talents and gifts lie in the field of civil engineering and I have a calling on my life to improve access to water and improve water infrastructure. I believe a position on the Marana Water Utilities Board is in line with my personal mission as it will allow me to exercise my expertise to help in planning for what is now my new home in Marana.

I believe I have the qualifications necessary for such a prestigious and important position. I am a licensed and practicing civil engineer in the state of Arizona with over 13 years of experience in the water resources engineering field. I am the sole-owner and principal engineer for Riley Engineering where we specialize in water resources engineering. I also have a Doctor of Philosophy degree in civil engineering with a minor in hydrology from the University of Arizona. In my Ph.D. studies, I focused my dissertation study efforts specifically on developing construction, engineering, and water resource management planning tools in effort to improve the potable water infrastructure coverage to facilitate economic growth. Additionally, I am currently serving on the Navajo Engineering and Construction Authority (NECA) Board of Directors where NECA is responsible for constructing tens of millions of dollars of water infrastructure each year. That board position has allowed me to see the development of water infrastructure and utilities not only from the design and construction side, but from the public and governmental perspectives as well. I am attaching my resume where you will see most of my professional experience has been related primarily with water resource engineering projects that involve quantification of water and designing infrastructure to move and manage it.

I am very dependable, easy going and able to work in team and groups. I am a quick learner, detail oriented and thorough. I also choose to focus on finding solutions rather than dwelling on the problem. By nature, I am a problem solver and a visionary. I see potential and opportunity when others don't. I understand the bigger picture at hand and see water as a critical resource necessary to improve and advance society. Lastly, I understand water, water is my passion, and I will see to it that I will do what is within my capability to ensure that the best planning practices are put into place for the Town of Marana.

Thank-you for the opportunity to be considered for this important position.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronson R. Chee'. The signature is fluid and cursive, with a large initial 'R'.

Ronson R. Chee, Ph.D., P.E.



Ronson Riley Chee, Ph.D., P.E.

ronson@riley-eng.com

Education

The University of Arizona (Tucson, AZ)

Doctor of Philosophy in Civil Engineering (Water Resources Emphasis w/ a minor in Hydrology), May 2017

The University of Arizona (Tucson, AZ)

Master of Science in Civil Engineering (Water Resources Emphasis), December 2010

The University of Arizona (Tucson, AZ)

Bachelor of Science in Civil Engineering, May 2008

Registrations/Certifications

Professional Engineer: Arizona #54056

Professional Engineer: New Mexico #26226

Experience Summary

Dr. Chee has approximately 13 years of experience in the water resources engineering field. His experience as a business owner, firm principal and project engineer is expansive with experience in: surface water hydrology & hydraulic modeling and design; the design of stormwater infrastructure; site water and stormwater management, water balance modeling; site civil grading and drainage design; pipeline/pipe network & pumping design.

Dr. Chee has experience in hydrologic/hydraulic modeling and analysis used in designing water infrastructure such as: storm drains; open channels; spillways; weirs; detention & retention basins; pumping & piping systems; pump & pipe network optimization; and gravity drain lines. Mr. Chee is proficient in design software such as AutoCAD Civil 3D, EPANET, WaterGEMS V8, FlowMaster, HY8, HEC-HMS, HEC-DSSVue, HEC-RAS ArcGIS and Matlab.

His experience and duties have included: firm principal; client manager; project management; technical/discipline lead; preparation of proposals and engineering fees; performing technical calculations; design using AutoCAD Civil 3D; preparation of design reports; preparation of technical studies/reports; preparation of design drawings and construction plans and specifications; construction contract documents; and construction cost estimation.



Project Experience

Pumping and Piping System Design

The Greens at Ventana Canyon HOA, Private Water Distribution System Replacement Design – April 2020 to January 2020 – Engineer of record for the design of a water distribution system replacement project for the Greens Condominium association in the foothills of Tucson, AZ. Design consisted of approximately 1,600 feet of 6-inch water main and over 2,000 feet of 1- and 2-inch service lines. Responsible for the preparation of construction contract documents (design drawings, specifications, bid documents). Project is ongoing and will be providing construction oversight support.

Acuity Environmental Solutions – Conn Selmer, Extraction Well and Piping System Design – March 2020 to Current – Engineer of record for the design of a groundwater extraction well and pumping and conveyance system. Design consisted of 300 foot deep well and 330 feet of 4-inch discharge pipe. Was responsible for the preparation of construction drawings and construction specifications. This project is still ongoing and is nearing the final design stage.

Navajo Technical University Chinle Campus – November 2017 to January 2018 – Technical reviewer for the water distribution system extension to service the proposed Navajo Technical University Chinle Campus. Provided reviews of system EPANET model and technical calculations to ensure adequate pressures through the proposed system.

University of Arizona, Ph.D. Dissertation – Prioritization of Potable Water Infrastructure Investments on the Navajo Nation, August 2014 to May 2017 – Dissertation part of Ph.D. requirement in the Department of Civil Engineering at the U of A. Dissertation is focused on providing unique engineering solutions to improve the potable water infrastructure coverage on the Navajo Nation. Subtopics include: development of a construction cost estimation model (WaterCOSTE) for estimating the installed cost of large scale long distance regional water transmission systems; development of a novel hydraulic model (WaterTRANS) that improves design efficiency and can locate pumps and pressure regulators for branched water systems; development of a unique Decision Support System that allows candidate water transmission projects to be ranked on the Navajo Nation while considering economic development, health improvement and environmental protection objectives.

Silver Bell Mining, LLC, Mammoth Heap Leach Facility Pumping & Piping System Design, April 2014 to February 2015 – Design Engineer for the PLS process circuit for the three phase Mammoth Heap Leach Facility. Design required: upgrading over 3 miles of the Raffinate solution delivery system to carry a maximum flow of 10,000 gpm via two parallel 24-inch lines; designing the Raffinate Solution delivery system to the Heap leach pad irrigation system to carry a maximum flow of 5,000 gpm; and the design of a 2 mile PLS return delivery system to carry a maximum flow rate of 5,000 gpm via two parallel 18-inch lines. Each pumping configuration contained one operational pump with one spare and had the ability to convey flows through 1 of the 2 lines for increased system redundancy. The Raffinate Delivery system to the heap leach required a gravity system design for Phase 1 and transition to a pump for Phases 2 and 3. Design required retrofitting existing pump sumps and ponds, design of pipe corridor to provide drainage, air valve stations, conceptual design of heap leach pad irrigation system. Specific design tasks included: pumping and piping cost tradeoff studies, development of Process Flow Diagrams and Piping & Instrumentation Diagrams, hydraulic calculations and system modeling in EPANET, pump and pipe sizing, pump station general arrangement design, air valve sizing and placement calculations, pipe corridor earthwork grading, pipeline plan & profile drawings, piping connection details, coordination with



geotechnical and structural engineers for pump station design. Preparation of construction drawings, preparation of technical design reports, cost estimation. Assisted with preparation of specifications and procurement packages.

Freeport McMoran Sierrita, B-Pond Upgrade Project, May 2009 to May 2011 – Performed hydraulic calculations for PLS pond upgrade project. Tasks included: design of pond underdrain system, hydrologic and hydraulic calculations for stormwater control, design of PLS pumping/piping system, preparation of pumping/piping details and specifications. Design included the use of AutoCAD Civil 3D, EPANET, and HEC-HMS. Assisted in preparation of construction drawings and bid package submittal. Prior to B-Pond project, existing underground interceptor and collection sumps/wells were upgraded. Tasks performed included: design of well casing and pumping/piping system and preparation of construction drawings.

University of Arizona, M.S. Thesis – Design of Dual Supply Water Distribution Systems, May 2008 to Dec. 2010 – Thesis completed as part of M.S. requirement from the Department of Civil Engineering and Engineering Mechanics at the U of A. Research project entailed the creation of a pipe network optimization model used to design dual supply systems (parallel potable and non-potable municipal water systems). Focus of project aimed at exploring the costs associated with dual supply systems in effort to increase non-potable water usage and reducing freshwater usage. Optimization model required integration of EPANET and Toolkit Extension, C++, and Matlab. Model used a Genetic Algorithm optimization scheme to identify the least cost design based on pipe diameter, pump size and pumping operation for pipe networks.

Freeport McMoran Morenci, FMCOP Stormwater Control, Feb. 2008 to Nov. 2008 - Designed a stormwater pumping distribution system, included pumping design with pumps in parallel and series. Design included selection of appropriate pumps and pipe sizes to accommodate different distribution scenarios. System included design of anchoring structures such as anchoring bolts and anchor blocks. Prepared construction drawings using AutoCAD LDD.

Hydrology and Hydraulics

Asarco LLC, Mission Complex – San Xavier North Dump Stormwater Control – August 2018 to Current
Managing Principal and Engineer of Record for the design of a stormwater control channel and stormwater berm to separate stormwater run-on from stormwater run-off at the site. Tasks include: project management; senior reviewer of hydrologic/hydraulic calculations and design reports; cost estimating; and oversight for preparation of construction level drawings.

SRK Consulting/BHP – Copper Cities Stormwater Control Structures – Dec 2017 to Current
Managing Principal and Technical Lead for the design of hydraulic structures (channels, spillways, drop chutes, detention ponds) to manage stormwater associated with the closure of the Copper Cities Mine. Project is in the preliminary design phases and requires design of multiple hydraulic structures. Tasks include: project management; senior review and guidance of hydrologic and hydraulic calculations for spillway sizing, provide guidance to design staff for the civil design of spillways and channels, review cost estimates, and preparation of design reports.

SRK Consulting/BHP – Solitude Spillway Design – April 2018 to Current
Managing Principal and Technical Lead for the design of a hydraulic spillway and stormwater channels associated with the closure of the Solitude Tailings. Project is in the preliminary design phases and requires hydraulic evaluation of multiple spillway types and channel types. Tasks include: project management;



determination of the probable maximum flood through the 1000-year event, hydraulic calculations for spillway sizing, civil design of spillways and channels, cost estimating, preparation of design reports, and implementation of a multiple criteria decision analysis tool to select a spillway type and channel armoring material.

Hudbay Minerals Rosemont Project – Misc. 401 Certification/404 Permit Support – Nov 2016 to Current – Project Manager/Engineer for miscellaneous technical support efforts to the client. Tasks included: performing infiltration and runoff calculations; conducting technical reviews of EIS documentation in support of obtaining a 404 permit; and performing updates to hydrology and infiltration technical calculations based on updated site layout changes.

Hudbay Minerals Rosemont Project – Barrel Canyon and Davidson Canyon Field Investigations – August 2015 to Current – Project Manager for the yearly recurring geomorphic surveys of six (6) select stream reach locations downstream of the proposed Rosemont mine as a requirement per the 401 Certification issued by ADEQ and USFS Mitigation Measures. An initial baseline survey was conducted to document baseline geomorphic and vegetative conditions. A monitoring protocol document that describes periodic monitoring and survey procedures was also developed. Tasks included preparation of yearly technical reports and figures that document yearly recurring changes to the streams.

Rosemont Copper – 401 Certification Hydrologic Modeling – March 2015 to Current – Project Manager/Hydrologic Modeler for the creation of a site specific hydrologic model per requirements of the 401 Certification issued by ADEQ. Hydrologic model estimates the impact that the Rosemont mine will have on average-annual stormwater runoff volumes throughout the life of the mine. Model development required the evaluation of five (5) rainfall-runoff loss methods to determine the most optimal for modeling storms in semi-arid southern Arizona. Six (6) storms occurring on two (2) similar sized watersheds at the Walnut Gulch Experimental Watershed were used to calibrate rainfall-runoff models to determine the most optimal loss method. The most optimal method is then paired with onsite rainfall and runoff gage data to develop and calibrate a site wide hydrologic model for predicting changes in average-annual runoff as a result of mine operations.

Asarco Multi-State Environmental Custodial Trust – Sacaton/Truestone Stormwater Drainage Improvements – July 2014 to Dec. 2016 – Provided engineering support for stormwater drainage improvements and erosion mitigation at the Sacaton/Truestone sites. Tasks included: performing hydrologic calculations and site grading for the sizing of stormwater retention basins, stormwater channels and berms. Assisted in preparing scopes of work and request for proposals documents for contractor selection. Assisted with construction oversight of recommended drainage improvements.

Silver Bell Mining, LLC – Non-Stormwater Pond Volume Analysis – 2013 – Project Engineer, performed hydrologic calculations to analyze the storage capacity of four stormwater ponds. Runoff volumes for the 100-year, 24-hour storm event reporting to four ponds were determined and checked against their storage capacity. Tasks included field investigation to verify watershed delineations and survey of water surface fluctuation of baseflow in ponds. Provided design recommendations for increasing storage capacity and using existing abandoned mine infrastructure for additional stormwater storage. Prepared technical reports, watershed maps, conceptual design drawings.

Freeport McMoran Sierrita – Tinaja Pond Technical Analysis and Support – March 2013 to May 2013 – Project Manager/Engineer for estimating the average-annual runoff, average-annual evaporation and average-annual infiltration for the Tinaja Pond. Analysis involved utilizing regional data to estimate annual

stormwater runoff into the pond and estimating infiltration and evaporation losses using monthly water balance. Tasks included: performing technical calculations, preparation of technical report, budget tracking and project management duties.

Freeport-McMoran Sierrita – Twin Buttes Tailings Dam Stormwater Management Plan and Slope Repair – July 2012 to August 2012 – Project engineer and lead for analyzing existing storm runoff conditions for the closed No. 2 and No. 3 Tailings Dams and preparing a stormwater management plan and slope repair plan for mitigating erosion on the reclaimed tailings facilities. Critical repair areas were identified and a management plan for future stormwater management was created. Tasks included site visits, field investigation and preparation of design plans and drawings.

Rosemont Copper – Barrel Alternative Site Water Management Plan – Tucson, AZ – June 2012 to July 2012 – Project engineer for the Barrel Alternative Site Water Management Plan. Project is an updated site water management plan for the Barrel Alternative, which is the mine layout alternative chosen by the US Forest Service as part of the Rosemont Mine EIS process. Tasks included directing and managing team for preparation of design report and drawings. Responsible for executing and completing project on time and on schedule based on a short timeline as not to hinder the EIS process. Tasks included coordination between client, design team and other project design firms and consultants.

Rosemont Copper – Site Water Management Plan Update – May 2009 to April 2010 – Lead engineer in performing hydrologic and hydraulic calculations for the Rosemont Site Water Management Plan. Tasks included: interim and final site-wide hydrologic modeling using HEC-HMS; analysis/design of reservoir and channel routing; detention and retention pond design; design of large rockfill flow-through drains; pit diversion channel design; culvert design. Prepared technical reports and figures. Additional tasks included preparation of a hydrology methodology technical report that analyzed and compared the Pima County hydrology method to the NRCS hydrology method.

Phelps Dodge - No.4 Tailing Pond Upgrade, Twin Buttes, Arizona – 2008 – Conducted hydrologic calculations to size No. 4 Tailings pond for the 100-yr, 24-hr event. Hydrologic flows were determined using HEC-HMS.

Sewer and Wastewater System Design

SRK Consulting/BHP – Copper Cities Reclamation Project – December 2017 to Current – Project Engineer for the preliminary design of an acid rock drainage wastewater collection and management system for closure of the Copper Cities Mine. Wastewater system includes: three gravity wastewater collection systems and seven force main systems totaling over 32,000 feet of HDPE pipe with diameters ranging from 3 to 24 inches. Wastewater collection system designed to collect acid rock drainage seepage emanating from reclaimed leach dumps and piped and stored in lined solution ponds. Wastewater system designed for average seepage conditions as well as ensuring capacity for the 100-year, 24-hour storm event.

Navajo Tribal Utility Authority – Window Rock Housing – November 2017 – Civil Designer for the expansion of the sewer to accommodate the proposed Window Rock Housing development, project designed in accordance with NTUA specification and guidelines. Assisted in designing and preparing sewer plan and profile construction drawings using AutoCAD Civil 3D.



Teesto Chapter House Multi-Purpose Building – November 2017 – Civil Designer for the sanitary sewer system for the reconstruction of the Teesto Chapter House. Assisted in designing and preparing sewer plan and profile construction drawings using AutoCAD Civil 3D.

White Mountain Apache Housing Authority – Cibecue Emergency Relocation Units – November 2017 – Civil Designer for the expansion of new sanitary sewers for the Cibecue Emergency Relocation housing units. Assisted in designing and preparing sewer plan and profile construction drawings using AutoCAD Civil 3D.

Asarco Trust – Salero Mine Wastewater Gravity Pipeline Improvements – February 2012 to Oct 2015 – Task lead for assessing and increasing the reliability and performance of an existing 1.5-mile long acid rock drainage gravity pipeline. Recommended pipeline improvements included design of intermittent flushing ports, cleanouts, siphon-dosing tanks and air/vacuum valves. Tasks included: site inspections and preparation of construction drawings to improve pipeline, preparing technical reports and drawings, and cost estimating.

Freeport McMoran Morenci – Glory Hole Drainage Project – Feb. 2008 to Nov. 2008 – Hydraulic design of stormwater run-off drainage system. Tasks included: riprap channel design, detention pond design, storm drain pipeline design; and sizing of thrust anchor blocks. Prepared construction drawings using AutoCAD LDD.

Freeport McMoran Morenci – Railroad Tunnel Drainage Project – Feb. 2008 to Nov. 2008 – Hydraulic design of storm run-off drainage system. Tasks included: storm drain pipe sizing and thrust anchor blocks and bolt anchors to storm drain pipe. Prepared construction drawings using AutoCAD LDD.

Grading and Site Civil Design

Silver Bell Mining, LLC – West Oxide Pond Design – August 2012 to December 2012 – Lead civil designer for the west oxide waste rock dump collection pond. Project involved design of waste rock storage dump and a non-stormwater collection pond designed to comply with amendments made to the Aquifer Protection Permit. Tasks included performing hydrologic calculations to estimate peak storm runoff for the 100-year, 24-hour event, sizing storage pond and designing riprap collection channels and inlets. Responsible for preparation of construction level design drawings.

Rosemont Copper – EIS Support Services – Tucson, AZ – 2009 to 2012 – Provided ongoing engineering services in support of the proposed Rosemont Mine EIS process. Tasks include: engineering and task lead for conceptual level design of reclamation/landform alternatives including stormwater control; coordination with client and other project consultants for tailings and waste rock phasing and sequencing for proper stormwater control and desired landform features. Conceptual level design involved: preliminary landform grading using AutoCAD Civil 3D in accordance with dry stack tailings phasing and waste rock placement scheduling; landform grading to balance to required tailings and waste rock volumes; interim sitewater management and stormwater control. Design and task lead for preparation of dry tailings stacking plans and scheduling. Prepared technical reports and conceptual design drawings.

Rosemont Copper – Reclamation Concept Update – May 2009 to March 2010 – Lead civil engineer and designer for the Rosemont Mine Reclamation Concept Update project. Tasks included: design of reclaimed landform using AutoCAD Civil 3D; design of detention/retention pools, design of tailings bench channels and large rock drop chutes; coordination with client and other project consultants for tailings and waste



rock phasing and sequencing for proper stormwater control and desired landform features. Prepared technical reports and report figures.

Rosemont Copper – Heap Leach Facility Design – Tucson, AZ – May 2008 to August 2010 – Lead civil designer and hydrology/hydraulics task lead for construction level design of a two phased heap leach pad. Project evolved through three major design revisions including a single phase pad. Tasks included: hydrologic and hydraulic calculations for design of stormwater control structures adjacent to the heap leach facility, design of PLS and Stormwater ponds; heap leach facility water balance, design of solution collection pipe system, pad phase solution transfer channel; design of rockfill flow-through drains and pad grading. Design included use of AutoCAD Civil 3D and HEC-HMS. Assisted in preparation of construction level design drawings and prepared technical reports.

Victoria Gold – Eagle Gold Heap Leach Facility – Yukon Territory, Canada – May 2011 to May 2012 – Civil task lead and civil designer for feasibility level design of a three-phase gold heap leach pad. Tasks included: project coordination between client, project manager and other discipline leads; hydrologic calculations for sizing of an in-heap PLS pond and storm event ponds; hydraulic calculations for design of a diversion channel and overflow spillway; channel armoring and stability design; water balance for heap leach facility. Civil design included use of AutoCAD Civil 3D, HEC-HMS. Prepared feasibility level design drawings and technical reports. Additional tasks included heap leach production rate trade-off study and diversion channel cost reduction trade-off study.

Professional Employment History

Tetra Tech, Inc. – Water Resources Engineer – May 2007 to October 2015

Tetra Tech Technical Services – Water Resources Engineer – October 2015 to Present

Riley Engineering, LLC – Founder & Principal Water Resources Engineer – August 2017 to Present

Navajo Engineering Construction Authority (NECA) – Board of Directors – September 2017 to Present

Publications

Estimation of Water Pipe Installation Construction Costs – ASCE's Journal of Pipeline Systems – Engineering and Practice, Accepted for publication January 2018.

Prioritization of Potable Water Infrastructure Investments on the Navajo Nation – Ph.D. Dissertation – The University of Arizona, April 2017.

References (Additional references available upon request)



Council-Regular Meeting

A1

Meeting Date: 03/16/2021

To: Mayor and Council

Submitted For: Jane Fairall, Town Attorney

From: Keith Brann, Town Engineer

Date: March 16, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-032: Relating to Real Estate; vacating public right-of-way located south and west of Adonis Road and dedicated to the Town in 2018 by Deed of Dedication from Tangerine Investment Partners, LLC (Jane Fairall)

Discussion:

During the initial design and right of way acquisition for the Adonis Road extension project, an extra right of way connection was dedicated by Tangerine Investment Partners LLC. This right of way would have provided a connection to the Mandarina development.

After subsequent negotiations with the Mandarina development, a Mandarina Boulevard right-of-way was established from Adonis Road to Tangerine Road and is being constructed as part of the Adonis Road extension project. The prior right of way connection in the Tangerine Investment Partners property is now no longer needed. Tangerine Investment Partners has requested that this excess right of way be abandoned.

Town staff agrees that the right of way is no longer necessary. There was no compensation paid to Tangerine Investment Partners as part of the original right of way dedication. This resolution will authorize the Town Engineer to sign a quit claim deed for the excess right-of way.

Staff Recommendation:

Staff recommends approval of the resolution

Suggested Motion:

I move to approve Resolution 2021-032

Attachments

Resolution No. 2021-032

Exhibit A-Metes Bounds Legal

Exhibit B- Form of QCD

MARANA RESOLUTION NO. 2021-032

RELATING TO REAL ESTATE; VACATING PUBLIC RIGHT-OF-WAY LOCATED SOUTH AND WEST OF ADONIS ROAD AND DEDICATED TO THE TOWN IN 2018 BY DEED OF DEDICATION FROM TANGERINE INVESTMENT PARTNERS, LLC

WHEREAS the Town of Marana received a Deed of Dedication from Tangerine Investment Partners, LLC, ("TIP") dated March 15, 2018, and recorded in the office of the Pima County Recorder on June 29, 2018, at Sequence 20181800851 (the "TIP Deed"); and

WHEREAS the TIP Deed dedicated to the Town several strips of right-of-way for the Adonis Road public roadway extension, including the strip that is the subject of this resolution, consisting of approximately 0.48 acres of right-of-way south and west of Adonis Road, identified as right-of-way #10C on the TIP Deed; and

WHEREAS the Town no longer needs right-of-way #10C for the Adonis Road project; 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 Mayor and Council determines that the 0.48 acre strip of public right-of-way should be abandoned at no cost to Tangerine Investment Partners, LLC because TIP dedicated the land to the public at no cost; 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 that portion of the right-of-way identified in the TIP Deed as #10C, more particularly described and depicted in Exhibit A attached to and incorporated within this resolution by this reference.

SECTION 2. The Town Engineer is hereby authorized to execute a quit-claim deed of abandonment in favor of Tangerine Investment Partners, LLC in the form of Exhibit B attached to and incorporated within this resolution by this reference.

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 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry L. Lawson, Town Clerk

Jane Fairall, Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
RIGHT-OF-WAY #10C, PARCEL 218-49-003A
ADONIS ROAD EXTENSION, MARANA, ARIZONA

That portion of the Southwest Quarter of Section 31, Township 11 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

That portion of Parcel 2 recorded in Docket 13837, Page 2402, in the office of the Recorder, Pima County, Arizona, described as follows;

COMMENCING at the West Quarter corner of said Section 31, marked by a one-half inch rebar;

THENCE North 89 degrees 26 minutes 47 seconds East, along the mid-Section line of said Section 31, 1203.07 feet, to an aluminum cap marked "ANDERSON PE 2368" monumenting the Northwest corner of the Northeast Quarter of said Southwest Quarter, also being the Northwest corner of said Parcel 2;

THENCE South 00 degrees 36 minutes 56 seconds East, 972.21 feet along the West line of said Northeast Quarter of the Southwest Quarter and said Parcel 2 to the POINT OF BEGINNING;

THENCE North 89 degrees 23 minutes 04 seconds East, 112.43 feet, to a point of curvature on a tangent curve to the left;

THENCE along said curve concave to the Northwest, having a radius of 155.00 feet, through a central angle of 57 degrees 50 minutes 48 seconds, and an arc length of 156.49 feet to a point of tangency;

THENCE North 31 degrees 32 minutes 16 seconds East, 50.00 feet to a point on the proposed Southwesterly right-of-way of Adonis Road;

THENCE South 58 degrees 27 minutes 44 seconds East, 60.00 feet along said proposed Southwesterly right-of-way;

THENCE South 31 degrees 32 minutes 16 seconds West, 50.00 feet to a point of curvature on a tangent curve to the right;

THENCE along said curve concave to the Northwest, having a radius of 215.00 feet, through a central angle of 57 degrees 50 minutes 48 seconds, and an arc length of 217.07 feet to a point of tangency;

THENCE South 89 degrees 23 minutes 04 seconds West, 112.43 feet to a point on the said West line of Parcel 2;

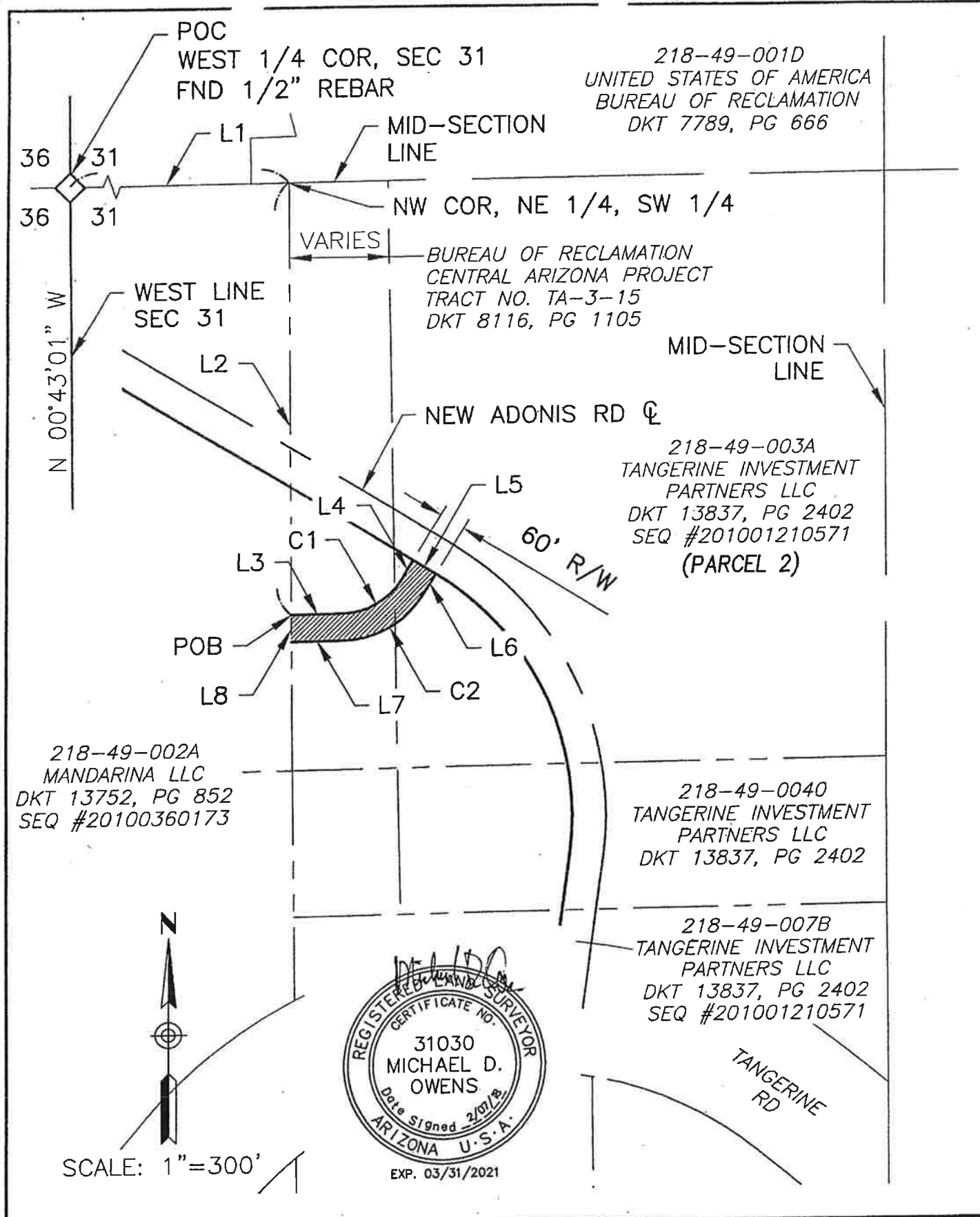
THENCE North 00 degrees 36 minutes 56 seconds West, 60.00 feet along said West line of Parcel 2 to the POINT OF BEGINNING.

Area of RIGHT-OF-WAY #10C = 20,952 square feet (0.48 acres, more or less).



EXPIRES 03/31/21

T:\2015\1015052.01 ADONIS ROAD EXTENSION\CAD\15052-01_ROW 10C_PARCEL 218-49-003A.DWG



Dibble Engineering	177 N. Church Avenue Suite 711 Tucson, AZ 85701 P 520.495.4065	ROADWAY IMPROVEMENTS FOR ADONIS ROAD EXTENSION	PARCEL: 218-49-003A	SHEET: R/W #10C
		TOWN OF MARANA CIP: ST059	DATE: FEB 2018	PAGE: 3 OF 4

T:\2015\1015052.01 ADONIS ROAD EXTENSION\CAD\15052-01_ROW 10C_PARCEL 218-49-003A.DWG

LINE TABLE		
ID	LENGTH	BEARING
L1	1203.07'	N89° 26' 47"E
L2	972.21'	S00° 36' 56"E
L3	112.43'	N89° 23' 04"E
L4	50.00'	N31° 32' 16"E
L5	60.00'	S58° 27' 44"E
L6	50.00'	S31° 32' 16"W
L7	112.43'	S89° 23' 04"W
L8	60.00'	N00° 36' 56"W

CURVE TABLE				
ID	Δ	LENGTH	RADIUS	TANGENT
C1	57°50'48"	156.49'	155.00'	85.65
C2	57°50'48"	217.07'	215.00'	118.80

**Dibble
Engineering**

**177 N. Church Avenue
Suite 711
Tucson, AZ 85701
P 520.495.4085**

ROADWAY IMPROVEMENTS FOR
ADONIS ROAD EXTENSION

TOWN OF MARANA
CIP: ST059

PARCEL:
218-49-003A

DATE:
FEB 2018

SHEET:
R/W #10C

PAGE:
4 OF 4

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 TANGERINE INVESTMENT PARTNERS, LLC, a Delaware limited liability company 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 March _____, 2021.

THE TOWN OF MARANA, an Arizona
municipal corporation

APPROVED AS TO FORM:

By: _____
Keith Brann, Town Engineer*

Jane Fairall, Town Attorney

*Per Marana Resolution No. 2021-xxx

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me on March ____, 2021, by Keith Brann, Town Engineer of THE TOWN OF MARANA, an Arizona municipal corporation, on its behalf.

(Seal)

Notary Public



Council-Regular Meeting

A2

Meeting Date: 03/16/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: March 16, 2021

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2021-033: Relating to Utilities; approving and authorizing the Mayor to sign an Agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments (David L. Udall)

Discussion:

The Silverbell Gateway Apartments development is located west of the Santa Cruz River, north of Ina Road, and east of Silverbell Road. This agenda item presents a water infrastructure construction agreement for the Silverbell Gateway Apartments pursuant to Marana Town Code Section 14-4-2. If approved, this agreement will require the developer to construct certain water infrastructure improvements in order for water to be served to the Silverbell Gateway Apartments.

Due to the location of the development, the developer will construct offsite water infrastructure in coordination with the City of Tucson. This offsite infrastructure will deliver water up to the point of connection to the onsite water infrastructure that will be constructed in coordination with the Town, at which point the water will be delivered through the Town's onsite water infrastructure to the Silverbell Gateway Apartments. To that end, the developer and the Town desire for the terms and conditions of the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water (commonly referred to as the "Wheeling IGA") to apply to this water service agreement. 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.

On January 19, 2021, the Marana Town Council adopted the following approach for when to apply the Wheeling IGA: (1) projects located within the Marana Water Department's intended service area would be required connect to Marana water

infrastructure, meaning no wheeling would be allowed for these projects, and all applicable impact fees would be assessed; (2) projects located in areas outside the Marana Water Department's intended service area would be candidates for permanent wheeling, and would be required to pay a fee for acquiring additional water resources because these developments would not be included in projected water developments in the Town's current Designation of Assured Water Supply (DAWS).

This water service agreement, if approved, will be an exception to the wheeling approach established by the Marana Town Council on January 19th because the Silverbell Gateway Apartments are within the Water Department's intended service area and water will be wheeled to the development under the terms of the agreement. The reason for this exception is that the wheeling terms of the water service agreement were verbally agreed to between the Town and the developer and a draft agreement was prepared in accordance with those terms prior to the January 19th adoption of the wheeling approach.

Financial Impact:

At this time there is no financial impact to the Town. In the future, once the water infrastructure mentioned in the agreement is accepted by the Town, the Town will be responsible for ongoing maintenance. At that time, budget appropriations will be programmed to account for such costs.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-033, approving and authorizing the Mayor to sign the Agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments.

Suggested Motion:

I move to adopt Resolution No. 2021-033, approving and authorizing the Mayor to sign the Agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments.

Attachments

Resolution No. 2021-033
Silverbell Gateway Apartments WSA

MARANA RESOLUTION NO. 2021-033

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT FOR SILVERBELL GATEWAY APARTMENTS

WHEREAS, Silverbell Gateway Apartments, L.P., an Arizona limited partnership, desires for the Town to provide water services to the land described in the Special Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on October 2, 2020, at Sequence 20202760919; and

WHEREAS, Town staff has negotiated an Agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments, which incorporates the terms and conditions of the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water recorded in the office of the Recorder of Pima County, Arizona, on August 21, 2020, at Sequence 20202340063 (commonly referred to as the “Wheeling IGA”); and

WHEREAS, the Mayor and Council find that the terms and conditions of the agreement are in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Agreement for Construction of Water Facilities under Private Contract for Silverbell Gateway Apartments in substantially the form included with the agenda backup material accompanying this resolution is hereby approved and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town’s Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of March, 2021.

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

Cherry Lawson, Town Clerk

Jane Fairall, Town Attorney

**TOWN OF MARANA
AGREEMENT FOR CONSTRUCTION OF WATER
FACILITIES UNDER PRIVATE CONTRACT**

Silverbell Gateway Apartments

THIS AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”), and SILVERBELL GATEWAY APARTMENTS, LP, an Arizona Limited Partnership (the “Developer”). The Town and the Developer 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 Developer desires for the Town to provide water service to the land described in the Special Warranty Deed (the “Deed”) recorded in the office of the Recorder of Pima County, Arizona, on October 2, 2020, at Sequence 20202760919 (the “Subject Property”).

C. The Developer is the owner of the Subject Property.

D. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the “Developer-Installed Facility”) in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Distribution to Serve Silverbell Gateway Buildings 1 - 12, Plan No. ENG2008-008, sealed by the Rick Engineering Company on _____ and accepted by the Town of Marana Water Director on _____ (the “Facility Plan”), which is on file in the office of the Town of Marana Water Department.

E. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

F. The Town is willing to accept the Developer-Installed Facility, provided it meets Town standards and the work is done in accordance with Town requirements.

G. As described in the Facility Plan, the Developer must construct certain offsite water infrastructure (the “Offsite Work”) in coordination with the City of Tucson in order for water to be delivered to the Subject Property.

H. Due to the location of the Subject Property, City of Tucson water infrastructure will deliver water to the Subject Property up to the point of connection to the Town’s onsite water infrastructure, at which point the water will be delivered through Town’s onsite water infrastructure, all in accordance with, and as described and depicted in, the Facility Plan. To that end, the Parties desire for the terms and conditions of the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water

recorded in the office of the Recorder of Pima County, Arizona, on August 21, 2020, at Sequence 20202340063 (the “Water Wheeling IGA”) to apply in conjunction with this Agreement.

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 Water Wheeling IGA

1.1. *Applicability.* The Parties hereby agree that all of the terms and conditions of the Water Wheeling IGA shall apply herein as though they were set forth in this Agreement in full.

2. The Developer-Installed Facility

2.1. *Developer installation of the Developer-Installed Facility.* The Developer has designed and shall install, at the Developer’s own expense, the water infrastructure improvements as depicted in the Facility Plan. The water infrastructure improvements depicted on the Facility Plan are referred to in this Agreement as the “Developer-Installed Facility,” and shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan note identifying the Developer-Installed Facility as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the “Work.”

2.2. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor’s license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor’s license classifications A, A-12 and A-16.

2.3. *Applicable fees.* As a condition of and prerequisite to the Town accepting the Work, the Developer shall pay all applicable fees, including, but not limited to, fees for permitting and inspection, as set forth by the Town of Marana and the City of Tucson.

2.4. *Payment of connection fees.* Before any service connections are made from the Town’s water system to the Developer-Installed 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.

2.5. *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 five-eighths-inch water meter on the Subject Property are:

2.5.1. Meter Install Fee: \$360

2.5.2. Water Resource Development Impact Fee: \$3,050

2.5.3. If larger meters are installed, the person or entity seeking installation shall pay the applicable Meter Install Fee, as set forth in the Town of Marana fee schedule, and the applicable Water Resource Development Impact Fee, as set forth in Marana Ordinance No. 2014.013

recorded in the office of the Recorder of Pima County, Arizona, on May 9, 2014, at Sequence 20141290586, a copy of which is on file in the office of the Marana Town Clerk.

2.6. *Developer-Installed Facility acceptance by Town and the City of Tucson.* No service connections shall be made to the Developer-Installed Facility until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14 and until the Offsite Work has been accepted by the City of Tucson. The Developer must provide the Town of Marana Water Department with written verification of the City of Tucson's final acceptance of the Offsite Work prior to final acceptance of the Work by the Town.

2.7. *Developer's certification.* Execution of this Agreement certifies that the developer has reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

2.8. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if more than one year has passed since the date of this Agreement and the Work has not begun, or if the Work is discontinued for a period of one year.

2.9. *Developer responsible for Offsite Work.* The Developer shall be solely responsible for the Offsite Work and for complying with the terms and conditions of any agreement with the City of Tucson related thereto.

3. Engineering and Inspection

3.1. *Registered civil engineer.* The developer shall employ a registered Civil Engineer to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plan.

3.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

3.3. *Inspection provisions.* The Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

3.4. *Payment of Town inspector's overtime cost.* If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

4. Preconstruction Procedure

4.1. *Request to begin construction.* The Developer shall submit a written request to begin construction to the Town five working days before the Work is to commence.

4.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

4.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

4.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

4.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

4.6. *Permits and approvals.* The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work.

5. Construction

5.1. *Developer's presence on site.* The developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

5.2. *Competence and diligence.* The Developer shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Developer agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

5.3. *Paving.* The Developer shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

5.4. *Alterations to the existing Town water system.* The Developer shall, at Developer's expense, make any and all alterations to the existing water system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

5.5. *Worksite safety.* The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

6. Dedication

6.1. *Transfer of the Developer-Installed Facility to the Town.* Upon the Town's final acceptance of the Work, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Developer-Installed Facility free and clear of all liens, claims, charges or encumbrances.

6.2. *Two-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of two years from the date of the Town's final acceptance of the Work.

6.3. *Other conflicting construction prohibited.* The Developer shall not construct or allow the construction of any utility, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facility.

6.4. *Developer's obligation to maintain finished grade.* The Developer guarantees that all service lines, meters, and meter boxes on the Subject Property will be to finished grade and that Developer will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

6.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Developer-Installed Facility when the Work has been completed to the satisfaction of the Town. Subject to the Developer's continuing obligations under this Agreement, the Town shall operate and service the Developer-Installed Facility after taking over possession of it under this paragraph.

7. Miscellaneous

7.1. *Indemnity.* Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facility.

7.2. *Binding effect.* This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

7.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town.

7.4. *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:

Jane Fairall, Town Attorney

THE "DEVELOPER":

SILVERBELL GATEWAY APARTMENTS, LP, an Arizona Limited Partnership

By: MC SILVERBELL GATEWAY INVESTMENTS, LLC, an Arizona limited liability company, General Partner

By: Kennymac, LLC, an Arizona limited liability company, Manager

By: _____
Kenneth B. McElroy, Member

By: RAPA Investment Services Limited Partnership, LLLP, an Arizona limited liability limited partnership, Manager

By: Jayfay Management Services, Inc., an Arizona corporation, General Partner

By: _____
Ross A. McCallister, President

[Notary page follows]

STATE OF ARIZONA)

ss

County of Pima)

This foregoing instrument was acknowledged before me on this _____ day of _____ 2021, by Kenneth B. McElroy, Member of KENNYMAC, LLC, an Arizona limited liability company, Manager of MC SILVERBELL GATEWAY INVESTMENTS, LLC, an Arizona limited liability company, General Partner of SILVERBELL GATEWAY APARTMENTS, LP, an Arizona limited partnership, on behalf of the partnership.

(Seal)

Notary Public

STATE OF ARIZONA)

ss

County of Pima)

This foregoing instrument was acknowledged before me on this _____ day of _____ 2021, by Ross A. McCallister, President of JAYFAY MANAGEMENT SERVICES, INC., an Arizona corporation, General Partner of RAPA INVESTMENT SERVICES LIMITED PARTNERSHIP, LLLP, Manager of MC SILVERBELL GATEWAY INVESTMENTS, LLC, an Arizona limited liability company, General Partner of SILVERBELL GATEWAY APARTMENTS, LP, an Arizona limited partnership, on behalf of the partnership.

(Seal)

Notary Public



Council-Regular Meeting

D1

Meeting Date: 03/16/2021

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: March 16, 2021

Strategic Plan Focus Area:

Not Applicable

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

Discussion:

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

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

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

This evening we are only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction regarding proposed changes. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on May 18, 2021.

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

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

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

Presentation
FY 2022 List of Proposed Fee Changes



Comprehensive Fee Schedule Update

Yiannis Kalaitzidis
Finance Director



March 16, 2021

BACKGROUND & FY 2022 GOALS

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

FY 2022 CHANGE SUMMARY

- Total of 49 Requested Changes for FY 2022
 - Added Fees: 12
 - Eliminated Fees: 11
 - Changes to Existing Fees: 26
 - Clarifications: 12
 - Modifications: 14
 - Increases: 2
 - Decrease: 1

FY 2021-2022 TIMELINE

Fiscal Year 2021 - 2022	
Dates:	Task Description:
December 7, 2020	Comprehensive Fee Schedule kick-off
January 8, 2021	Comprehensive fee schedule proposed changes to Finance
January 13, 2021	Comprehensive fee schedule proposed changes to committee members
January 26, 2021	Comprehensive Fee Schedule committee meeting #1
February 2, 2021	Comprehensive Fee Schedule committee meeting #2
February 3, 2021	Review & Discussion of Proposed Changes with Manager's Office
February 15, 2021	Outreach to MPA/SABA/ Other relevant stakeholders
March 16, 2021	<i>Council study session</i>
May 18, 2021	Possible Adoption of Comprehensive Fee Schedule update
July 1, 2021	Possible effective date of new fee structure

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

AIRPORT: PROPOSED CHANGES

Proposed Fee Additions:

- SASO/Commercial Services Permit Fee Daily
- SASO/Commercial Services Permit Fee Monthly
- SASO/Commercial Services Permit Fee Yearly

Proposed Fee Eliminations:

- SASO (banner towing, aircraft maintenance, etc.)
- SASO Permit (Banner Towing, Aircraft Maintenance, etc.)

Proposed Fee Clarification:

- Aircraft Parking <5,000 Lbs. (Monthly)
- Aircraft Parking 5,000 – 7,499 Lbs. (Monthly)
- Aircraft Parking 7,500 – 12,499 Lbs. (Monthly)
- Aircraft Parking 12,500 – 24,999 Lbs. (Monthly)
- Aircraft Parking 25,000 – 49,999 Lbs. (Monthly)
- Aircraft Parking 50,000 – 99,999 Lbs. (Monthly)
- Aircraft Parking 100,000 – 200,000 Lbs. (Monthly)

DEVELOPMENT SERVICES: PROPOSED CHANGES

Proposed Fee Additions:

- Signs; Special Sign District
- Translational or Non-Site Analysis Rezoning
- Preliminary Plat Package
- Park Development Package
- Permit Re-activation Fee
- Pools and Spas; Permit fee without model engineering
- Pools and Spas; Pool Engineering Model Plan Review
- Wall Engineering Model Plan Review

Proposed Fee Eliminations:

- Specific Plan; Residential Land
- Rezoning; from any zone to RR, MU-1, MR-1, MR-2, CO, NC, VC, RC, SC, VRC, CBC, and LI, HI, and/or the mixing of multiple zoning districts including residential
- Site Analysis Review (Not associated with a rezoning); Base Fee
- Site Analysis Review (Not associated with a rezoning); Re-submittal or revision fee
- Site Plan/Architectural Review
- Construction Trailers
- Consultant Plan Review Fees
- Registered Plant Annual Permit; Greater than 1,000,000 square feet
- Building Model Plan Renewal Fee

DEVELOPMENT SERVICES PROPOSED CHANGES

Proposed Fee Clarifications:

- Pools and Spas; Permit Fee using model engineering
- Pools and Spas; Prefabricated Spas and Above-ground Pools
- Plan review fee for miscellaneous permits or occupancy compliance

Proposed Modifications:

- Specific Plan
- Rezoning
- Development Plan Package
- Registered Plant Annual Permit
- Native Plant Permit
- Landscape Plan
- Minor Land Division
- Development Plan
- Final Block Plat
- Final Plat
- Preliminary Plat
- Building Plan Review and Building Permit Fees Not Specifically Listed
- Preliminary Block Plat

PROPOSED CHANGES

COMMUNITY & NEIGHBORHOOD SERVICES MODIFICATION :

- Dog License Fees; Altered Dog; Standard Fee-Three -year fee

TOWN CLERK MODIFICATION:

- Notary fee

FINANCE ADDITIONS:

- Surface Mining License Renewal

WATER CLARIFICATIONS:

- Sewer Capacity Assurance & Conveyance Modeling Review
- General Service Inspection Fee

DISCUSSION

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions: Airport							
Add new fee	SASO/Commercial Services Permit Fee	n/a	Daily	n/a	\$10.00	n/a	To correlate with new emerging service offerings.
Add new fee	SASO/Commercial Services Permit Fee	n/a	Per Month	n/a	\$75.00	n/a	To correlate with new emerging service offerings.
Add new fee	SASO/Commercial Services Permit Fee	n/a	Per Year	n/a	\$75.00	n/a	To correlate with new emerging service offerings.
Eliminations: Airport							
Eliminate Existing Fee	SASO (banner towing, aircraft maintenance, etc.)	Daily	n/a	\$25.00	n/a	n/a	Created new category.
Eliminate Existing Fee	SASO Permit (Banner Towing, Aircraft Maintenance, etc.)	Per Year	n/a	\$500.00	n/a	n/a	Created new category.
Clarifications: Airport							
Clarification of existing fee	Aircraft Parking <5,000 Lbs. (Monthly)	Per Month	Per Month	\$60.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.
Clarification of existing fee	Aircraft Parking 5,000 – 7,499 Lbs. (Monthly)	Per Month	Per Month	\$85.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.
Clarification of existing fee	Aircraft Parking 7,500 – 12,499 Lbs. (Monthly)	Per Month	Per Month	\$135.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.
Clarification of existing fee	Aircraft Parking 12,500 – 24,999 Lbs. (Monthly)	Per Month	Per Month	\$200.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.
Clarification of existing fee	Aircraft Parking 25,000 – 49,999 Lbs.(Monthly)	Per Month	Per Month	\$300.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Clarifications: Airport cont.							
Clarification of existing fee	Aircraft Parking 50,000 – 99,999 Lbs. (Monthly)	Per Month	Per Month	\$632.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.
Clarification of existing fee	Aircraft Parking 100,000 – 200,000 Lbs. (Monthly)	Per Month	Per Month	\$1,250.00	n/a	Only available to owners of aircraft that have an open tie down permit with the Town.	Note added to clarify that monthly rate is only available to permit holders.
Additions: Development Services							
Add new fee	Signs; Special Sign Districts	n/a	Per Application	n/a	\$2,500.00	For districts established by ordinance, pursuant to Marana Town Code Section 17-10-11.	Establish a fee for the work associated with review and council approval of a special sign district per the LDC Sign Code, section 17-10-11.
Add new fee	Translational or Non-site Analysis Rezoning	n/a	Per Application	n/a	\$550.00	n/a	Pending Council approval of Marana Town Code update, Title 17, Chapter 17-3 Administration and Enforcement. Allows for translational rezoning of ABC zones to replace the SLUC process.
Add new fee	Preliminary Plat Package	n/a	Per Application	n/a	\$6,180 Base + \$70.00 per acre	One time fee includes review of preliminary plat, landscape plan, improvement plans, title, drainage, geotechnical, and traffic reports.	Create new fee for a packaged Preliminary Plat that includes Landscape Plans, Improvement Plans, Title, drainage, geotech and traffic reports. Similar to the Development Plan Package. The package allows the applicant to streamline and save review time by combining into 1 plans set/package. It gives the applicant a predicable cost estimates for budgeting by being all-inclusive.
Add new fee	Park Development Package	n/a	Per Application	n/a	\$2,180 + \$70.00 per acre	One time fee includes review of site plan, landscape plan, improvement plans, title, drainage, geotechnical, and traffic reports. Revisions to accepted plans are charged 30% of the original fee.	This fee is to create a packaged submittal similar to the development plan package that can be used for review of a new regional park or for improvements to an existing park such as the soccer fields at Gladden Farms. The fee was developed based on the development plan package by removing the elements that would not apply to this plan set.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Additions: Development Services cont.							
Add new fee	Permit Re-activation Fee	n/a	Per Application	n/a	See note	50% of the original permit fees (construction, plumbing, mechanical and electrical). Excludes plan review fees and impact fees.	Pending approval of Town Code update to Title 7 to define the policy for re-activation of an expired permit that is within the same code cycle. Review and approval of the request is required by the building official prior to granting status.
Add new fee	Pools and Spas; Permit Fee without model engineering	n/a	Per Permit	n/a	\$550.00	Permit fee for a pool that does not have pre-approved model engineering.	Add a new fee to account for the additional review time needed when pre-approved model engineering is not used.
Add new fee	Pools and Spas; Pool Engineering Model Plan Review	n/a	Per Application	n/a	\$200.00	n/a	Fee was previously being charged a \$50 renewal fee but there was no fee establishment for a new application. The renewal fee is being removed. The model is good for 3 years and needs to be treated like a new application instead of renewal upon expiration to verify compliance with the currently adopted building codes. The average plan review fee is \$184.00, used for the basis of creating this flat fee of \$200. This simplifies the fee assessment of a model engineering plan for pool construction. This also allows us to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process.
Add new fee	Wall Engineering Model Plan Review	n/a	Per Application	n/a	\$200.00	n/a	Fee was previously calculated by valuation. The average plan review fee is \$163.00, used for the basis of creating this flat fee at \$200.00. The model plan can be reused for 3 years until the model expires. This simplifies the fee assessment of a model engineering plan for wall construction. This allows us to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Eliminations : Development Services							
Eliminate Existing fee	Specific Plan; Residential Land	Per Application	n/a	\$1,400.00+ \$50.00 per acre	n/a	Maximum fee not to exceed \$35,000.00	Eliminating this fee to consolidate specific plan applications into a single fee structure. The amount of staff time is not more or less based on the type of use as suggested with this fee structure. It also allows us to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process.
Eliminate Existing fee	Rezoning; from any zone to RR, MU-1, MR-1, MR-2, CO, NC, VC, RC, SC, VRC, CBC, and LI, HI, and/or the mixing of multiple zoning districts including residential	Per Application	n/a	\$2,500.00 + \$100.00 per acre	n/a	Maximum fee not to exceed \$35,000.00	Eliminating this fee to consolidate rezoning applications into a single fee structure. The amount of staff time is not more or less based on the type of use as suggested with this fee structure. It also allows us to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process.
Eliminate Existing fee	Site Analysis Review (Not associated with a rezoning); Base Fee	Per Submittal	n/a	\$1,200.00	n/a	n/a	This fee has not been used since 2002. Looking at the historical use, it appears this was being used to charge for a rezone. Since there is an established rezone fee, this fee is no longer used and can be removed.
Eliminate Existing fee	Site Analysis Review (Not associated with a rezoning); Re-submittal or revision fee	Per Submittal	n/a	\$150.00	n/a	n/a	As of 2000, there is no evidence of this fee being used. This fee can be removed.
Eliminate Existing fee	Site Plan/Architectural Review	Per Submittal	n/a	\$400.00	n/a	n/a	Historically this fee has been used for updates to an approved development plan. A revision fee is already exists in the development plan fee so there is no other need to keep this fee.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Eliminations : Development Services Cont.							
Eliminate Existing fee	Construction Trailers	Per Submittal	n/a	\$244.00	n/a	n/a	This fee remains from the IGA with the State for review and approval of mobile/manufactured structures. The IGA has expired with no intention to renew for the foreseeable future. The Town no longer reviews or permits these type of structures. A miscellaneous permit may still be required for utility connections under the fees structure established for that permit.
Eliminate Existing fee	Consultant Plan Review Fees	Per Submittal	n/a	See Note	n/a	Fees determined per contract with Town, paid by the applicant to the Town for any third party peer review determined by the Town to be necessary to ensure compliance with requirements.	Duplicate fee, can be removed for development services section. This same fee is also located in the General section of the fee schedule on page 8. The fee does not need to be listed in both places and should be presented where other departments can utilize it.
Eliminate Existing fee	Registered Plant Annual Permit; Greater than 1,000,000 square feet	Per Permit	n/a	\$1,400.00	n/a	n/a	Eliminating this fee to consolidate the annual permit applications into a single fee structure. The amount of staff review/inspection time is not more or less based on the size as suggested with this fee structure. It also allows the department to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process. This fee has not been charged in the past.
Eliminate Existing fee	Building Model Plan Renewal Fee	Per Hour	n/a	\$50.00	n/a	After initial 3 year timeframe, or at the Town's discretion. Plan review will be \$50 per hour to the nearest hour.	This fee is no longer needed. Clarification on renewals and model expiration was provided in the building code amendments, adopted by Council on May 17, 2019, resolution 2019.011. A pool or wall model plan is valid for 3 years. Renewal should be treated as a new application to allow for verification that the plan meets the current adopted building codes. A model plan designed for a subdivision is valid until the subdivision is built out and cannot be used in another subdivision unless submitted as a new application for compliance review for that site. A different fee is established to handle revisions if necessary prior to expiration of a model.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Clarifications: Development Services							
Clarification of existing fee	Pools and Spas; Prefabricated Spas and Above-ground Pools	n/a	Per Permit	\$75.00	n/a	n/a	Description change to group all pool spa fees together.
Clarification of existing fee	Pools and Spas; Permit Fee using model engineering	Per Permit	n/a	\$500.00	\$500.00	Review fee for a pool that has pre-approved model engineering.	Clarification to identify that the fee does not include the pool engineering review.
Clarification of existing fee	Plan review fee for miscellaneous permits or occupancy compliance	Per Permit	Per Permit	\$50.00	\$50.00	One time all-inclusive fee including inspections and revisions, ~~unless Does not apply to valuation based miscellaneous permits and/or permits separately identified in the fee schedule.~~	Clean up notes. Miscellaneous permits have been more clearly defined in the software and application process so that all miscellaneous permits have the \$50.00 permit fee. The only exception currently is for water re-pipe (\$150) identified separately in the fee schedule.
Modifications: Development Services							
Modify Existing fee	Specific Plan; ~~Commercial, Industrial and/or Mixed use~~	Per Application	Per Application	\$2,500.00 + \$100.00 per acre	\$2,500.00 + \$100.00 per acre	Maximum fee not to exceed \$35,000.00.	This fee is to remain for a specific plan application. Modification to the text is requested for fee consolidation into a single fee structure. The amount of staff time is not more or less based on the type of use as suggested with this fee structure. It also allows us to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process. A rezone fee structure is the same. The higher of the two fees will remain for specific plan applications because it takes more time to review a specific plan over a rezone. The specific plan includes additional details, design guidelines and standards to review.
Modify Existing fee	Building Plan Review and Building Permit Fees Not Specifically Listed	Per Permit	Per Permit	See Note	See Note	Fee calculation per Marana Ordinance 2011.15 /Resolution 2011-65.	Adding corresponding ordinance to the fee notes.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications: Development Services Cont.							
Modify Existing fee	~~Rezoning; from any zone to AG, RD-180, R-144, R-80, R-36, R-20, R-16, R-12, R-10, R-8, R-7, R-6, MH, MHS, and RV~~	Per Application	Per Application	\$1,400.00+ \$50.00 per acre	\$1,400.00+ \$50.00 per acre	Maximum fee not to exceed \$35,000.00.	This fee is to remain for a rezoning application. Modification to the text is requested for fee consolidation into a single fee structure. The amount of staff time is not more or less based on the type of use as suggested with this fee structure. It also allows the department to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process. A specific plan fee structure is the same. The lower of the two fees will remain for rezone applications because it takes less time to review a rezone over a specific plan. The specific plan includes additional details, design guidelines and standards to review.
Modify Existing fee	Development Plan Package	Per Submittal	Per Application	\$3,500 Base + \$70.00 per acre	\$5,180 Base + \$70.00 per acre	Includes 1st & 2nd submittals. ~~Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee. Additionally this~~ One time fee includes review of development plan, landscape plan, and improvement plans, title, drainage, geotechnical, and traffic reports. Revision to accepted plans are charged 30% of the original fee.	1. Modified amount to incorporate the additional submittals and report fees. The additional cost for Title, Drainage, Geotech and Traffic ranges from \$1,680 - \$1,120, depending on the type of document (Report vs Statement). The base application fee of \$3,500.00 was increased to include the cost of report reviews (\$1,680). This allows the department to take advantage of the software automation and payment at time of application and gives the applicant a predictable cost estimates for budgeting by being all-inclusive. 2. Modification to the notes to remove additional fees for submittals after 2. This is rarely used. In the last 6 years this has only been charged during 3 of these years with a yearly average collections of \$2,383. This change creates predictability for customers and the Town.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications: Development Services Cont.							
Modify Existing fee	Registered Plant Annual Permit; Less than 1,000,000 square feet	Per Permit	Per Permit	\$700.00	\$700.00	n/a	Modification to the text is requested for fee consolidation into a single fee structure. The amount of staff/inspection time is based on the scope of work, not the size of the building as suggested with this fee structure. It also allows us to take advantage of automation in the permitting software so fees can be automatically added at time of application and paid on-line as part of the on-line application process. Historically we have 2 businesses, which are both less than 1 mil square feet, that have utilized the annual permit .
Modify Existing fee	Native Plant Permit	Per Submittal	Per Application	\$300.00	\$300.00	~~Includes 1st & 2nd submittals. Reviews after 2nd submittals and Revisions to accepted plans are each charged \$90.00 (30% of original fee).~~	Modification to the notes to remove additional fees for submittals after 2. The subsequent submittal fee has not been charged in the last 6 years. This change creates predictability for customers and the Town.
Modify Existing fee	Landscape Plan	Per Submittal	Per Application	\$600.00	\$600.00	~~Includes 1st & 2nd submittals. Reviews after 2nd submittals and Revisions to accepted plans are each charged \$180.00 (30% of original fee).~~	Modification to the notes to remove additional fees for submittals after 2. This is rarely used. In the last 6 years a subsequent review fee has only been charged during 3 of these years, with yearly average collections of \$240.00. This change creates predictability for customers and the Town.
Modify Existing fee	Minor Land Division	Per Submittal	Per Application	\$500.00	\$500.00	~~Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans are each charged 30% of original Fee~~	Modification to the notes to remove additional fees for submittals after 2. This is rarely used. In the last 6 years a subsequent review fee has only been charged one time for \$250. This change creates predictability for customers and the Town. The revision fee is also being removed because revisions to an approved MLD are not allowed. A lot combo, or plat would be required under a new application.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications: Development Services Cont.							
Modify Existing fee	Development Plan	Per Submittal	Per Application	\$2,000.00 Base + \$40.00 per acre	\$2,000.00 Base + \$40.00 per acre	~~Includes 1st & 2nd submittals. Reviews after 2nd submittals and Revisions to accepted plans are each charged 30% of original Fee.~~	Modification to the notes to remove additional fees for submittals after 2. This is rarely used. In the last 6 years a subsequent review has only been charged during 3 of these years, with yearly average collections of \$1,097.00. This change creates predictability for customers and the Town.
Modify Existing fee	Final Block Plat	Per Submittal	Per Application	\$375.00 Base + \$25.00 per acre	\$375.00 Base + \$25.00 per acre	~~Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans are each charged 30% of original Fee~~	Modification to the notes to remove additional fees for submittals after 2. The subsequent review fee has not been charged in the last 6 years. This change creates predictability for customers and the Town. The revision fee is also being removed because revisions to an approved final plat would require a new application for approval and recordation.
Modify Existing fee	Preliminary Plat	Per Submittal	Per Application	\$3,000.00 Base + \$30.00 per lot	\$3,000.00 Base + \$30.00 per lot	~~Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans are each charged 30% of original Fee~~	Modification to the notes to remove additional fees for submittals after 2. This is rarely used. In the last 6 years a subsequent review fee has only been charged during 4 of these years, with a yearly average collected of \$566.00. This change creates predictability for customers and the Town. The revision fee is also being removed because revisions to an approved plat would require a new application for approval.
Modify Existing fee	Preliminary Block Plat	Per Submittal	Per Application	\$600.00 Base + \$40.00 per acre	\$600.00 Base + \$40.00 per acre	~~Not to exceed \$35,000.00. Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans are each charged 30% of original Fee~~	Modification to the notes to remove additional fees for submittals after 2. The subsequent review fee has not been charged in the last 6 years. This change creates predictability for customers and the Town. The revision fee is also being removed because revisions to an approved plat would require a new application for approval.

Proposed Action	Fee Description	Current Unit of Measure	Proposed Unit of Measure	Current Amount	Proposed Amount	Notes	Basis for Change
Modifications: Comm & Neighborhood Services							
Modify Existing Fee	Dog License Fees; Altered Dog; Standard Fee-Three - year fee	Per Animal	Per Animal	\$42.00	\$45.00	Multi-year license term limited by length of valid rabies certificate.	To correspond to the change in fee for the 1-year license (Should have been done with other changes in 2018).
Modify Existing fee	Notary Fee	Per Notary Certification	Per Notary Certification	\$2.00	\$0.00	n/a	To comply with the requirements set by the Secretary of State in regards to charging a consistent notary fee. We are reducing the charge from \$2.00 to no charge in order to align to the zero dollar notary fee for Town employees.
Addition: Finance							
Add new fee	Surface Mining License Renewal	Per Year	Per Year	\$5,000.00	\$5,000.00	Non Refundable.	Renewal fee has always applied to our mining businesses. Distinguishing application fee from renewal fee on fee schedule.
Clarifications: Water							
Clarification of existing fee	Sewer Capacity Assurance & Conveyance Modeling Review	Per Submittal	Per Submittal Based on Type I, II, or III	\$950.00	See Notes	Type I - \$100 - Due diligence inquiry to determine if capacity currently exists; Type II - \$850 - Issuance of capacity availability used for Preliminary Plat submittal- Issuance of capacity allocation to acquire Construction Authorization (CA). If a project moves to Type II, the fee collected is additive to the fee at the Type I submittal. Fee collected at the Type II or III stage may be higher based on the size of the development and review time required. The total fee will be the greater of \$950 or the pass through of consultant fees. ~~Fees may be higher depending on size of development and time needed to review. Fee is the greater of \$950 or the pass through of consultant fees.~~	To break down the cost of service into a more clear and straightforward description of the work done at each step. Allows for cost recovery for projects that might not advance to the CA step.
Clarification of existing fee	General Service Inspection Fee	Per Operator Trip to Location	Per Operator Trip to Location	\$40.00	\$40.00	For miscellaneous inspection and ~~related work~~ or tests for non-permitted construction projects including fire flow testing.	To recover operational costs associated with operator work that is not associated with a permitted project or other miscellaneous customer requested inspection.